

प्राधिकार से प्रकाशित PUBLISHED BY AUTHORITY

38] सं०

नई बिल्ली, शनिवार, सितम्बर 19, 1998/भात 28, 1920

No. 381

NEW DELHI, SATURDAY, SEPTEMBER 19, 1998/BHADRA 28, 1920

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह झलग संकलन के इत्य में रधाजासके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

> भाग II— खण्ड ३—-उप-खण्ड (¡i) PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारो किए गए साविधिक आवेश ग्रीर अधिस वनाएं Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

गष्ट महालय

मई दिल्ली, 3 सितम्बर, 1998

का.मा. 1822.---केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिय प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, गृह मन्नालय के निम्नलिखित कार्यालयों भें हिन्दी का कार्यसाधक ज्ञान रखने बाले कर्मचारियों की संख्या 80 प्रतिशत से प्रधिक हो जाने के फलस्वरूप उन्हें एतदृद्वारा ग्रधिसूचित करती हैं :−−

- 43 बटालियन, सीमा सुरक्षा बल
- 54 बटालियन, सीमा सुरक्षा बल
- 95 बटालियन, सीमा सुरक्षा बल
- 4. 162 धटालियन, सीमा मुरक्षा बल

[सं. 12017/1/98-हिन्दी] राजेन्द्र सिंह, निवेशक (रा.भा.)

MINISTRY OF HOME AFFAIRS

New Delhi, the 3rd September, 1998

S.O. 1822.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80%.

- 1. 43 Battalion, Border Security Force
- 2. 54 Battation, Border Security Force
- 3. 95 Battalion, Border Security Force
- 4. 162 Battalion, Border Security Force.

[No. 12017/1/98-Hindil RAJENDRA SINGH, Director (OL)

कार्णिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक ग्रौर प्रशिक्षण विभाग)

प्रादेश

नई दिल्ली, 4 सितम्बर, 1998

का . था . 1823. -- केन्द्रीय संरकार एतवृद्धारा दिल्ली विभेष पुलिस स्थापना अधिनियम, 1946 (1946 का प्रधिनियम

सं. 25) की धारा 6 के साथ पठित धारा 5 द्वारा प्रयत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश सरकार गृह 1600/25 - 8 - 98/17(3) 97 विभाग के प्रावेश सं. 7 प्रगस्त, 98 द्वारा प्राप्त उत्तर प्रदेश राज्य सरकार की सहमति से हजरतगंज पुलिस थाना, लखन अ. उत्तर प्रवेश के श्रपराध सं. 363/96, 439/96, 440/96, 485/96, 572/96, 578/96, 588/96, 586/96 582/96 589/96, 603/96, 612/96, 613/96, 614/96, 617/96, 618/96, 620/96, 621/96, 1016/96, 788 | 96, 164/97, 446/96 के संबंध में भारतीय दंड संहिता, 1860 (1860 का ग्रिधिनियम सं. 45) 420, 467, 468, 471, 406, भौर 506 के भ्रधीन दंडनीय श्चपराघों तथा उन्हीं तथ्यों से उद्भृत वैसे ही संव्यवहार के भनकम में किये गये जक्त भपराधों श्रीर किसी श्रन्थ मपराध/मपराधों से संबंधित ग्रथवा संसन्त प्रयत्नों, क्ष्प्रेरणों तथा षड्यंत्रों के ग्रन्वेपण के लिये विल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारित. का बिस्तारण संपूर्ण उत्तर प्रदेश राज्य पर करती है।

> सि. 228/14/98-एवीडी-II] हरि सिंह, ग्रवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

(Department of Personnel and Training) ORDER

New Delhi, the 4th September, 1998

S.O. 1823.-In exercise of the powers conferred by subsection (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh vide Home (Police)
Department Order No. 1600/25/8/98-17 (3) 97 dated 7-8-1998 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole members of Delm Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of offences punishable under Sections 420, 467, 468, 471, 406 and 506 of Indian Penal Code (Act 45 of 1860) arising out of Hazratganj Police Station (Lucknow) Crime Nos. 363/96, 439/96, 440/96, 485/96, 572/96, 578/96, 588/96, 586/96, 588/96, 603/96, 612/96, 613/96, 614/96, 614/96, 618/96, 620/96, 621/96, 1016/96, 788/96, 164/97, 446/96 and attempts abetments and conspirate in relation to or in and attempts, abetments and conspiracies in relation to or in connection with the said offences any other offence/offences committed in the course of the same transaction or arising out of the same facts.

> [No. 228/14/98-AVD, 11] HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्य विभाग)

नई दिल्ली, 19 अगस्त, 1998

का.आ. 1824.--केन्द्रीय उत्पाद शस्क एवं सीमा शुल्क बोर्ड (ब्यापार संब्यवहार विनियमन) नियमावली, 1964 के नियम 3 द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय सीमा शलक श्रौर केन्द्रीय उत्पाद खुल्क सेवा के प्रधिकारी श्री एस डी मोहिले को, जो वर्तमान में केन्द्रीय प्रार्थिक ग्रासूचना ब्यरो में विशेष सचिव पवं

महानिदेशक के पद पर कार्यरत हैं, दिनांक 17 ग्रगस्त, 1998 (ग्रपराह्न) से ग्रीर ग्रगला श्रादेश होने तक केन्द्रीय उत्पाद गुल्क एवं सीमा गुल्क बोर्ड में श्रध्यक्ष नियक्त करती

> फा. सं. ए. - 1901 1/1/96-प्रशा. -I] एच,एम, चौधरी, निदेशक

MINISTRY OF FINANCE (Department of Revenue)

New Delhi, the 19th August, 1998

S.O. 1824.—In exercise of the powers conferred by Rule 3 of the Central Board of Excise & Customs (Regulation of Transaction of Business) Rules 1964, the Central Government hereby appoint Shri S. D. Mohile, an officer of Indian Customs & Central Excise Service and currently working as Special Secretary-cum-DG, Central Economic Intelligence Bureau as Chairman of the Central Board of Excise & Customs with effect from 17th August. 1998 (A.N.) and until further orders.

> [F. No. A-19011/1/96-Ad, I] H. M. CHOUDHURY, Director

(सेंट्रल इकोनोमिक इन्टेसीजेंस ब्यरो) श्रादेश

नई विल्ली, 24 भ्रगस्त, 1998

का.ग्रा. 1825 -- प्रतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण ग्रीर ग्रिधिनियम, 1974 (1974 का 52) की धारा की उप-धारा(1) के श्रन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के भ्रधीन भ्रादेश फाइल सं. 673/103/97-सी-यू-एस .-VIII, दिनांक 5-1-98 जारी किया धौर यह निर्देश दिया कि श्री रणजीत कुमार सरकार स्पन्न श्री किरंगा चन्द्र सरकार, 4, ठाकुर तला रोड, डाकखाना पूर्वी बरीशा, कलकत्ता-700008 को निरुद्ध कर लिया जाये श्रीर दम दम, केन्द्रीय कारागार, कलकला में भ्रभिरक्षा में रखा जाये जिससे कि उन्हें भविष्य में चीओं की तस्करी करने से रोका जासके।

- 2. ग्रतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त स्थक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे कि यह भादेण निष्पादित नहीं किया जामकता।
- 3 ग्रतः ग्रब उक्त ग्रधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतदुद्वारा पूर्वीक्त क्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्न में इस ब्रादेश के प्रकाशित होने के 7 दिन के भीतर पुलिस स्रायक्त, कलकत्ता के सम्मुख उपस्थित हो।

फा सं. 673/103/97-सीय्एस .-VIII तरसेम लाल, श्रवर सचिव

in a second by (Central Economic Intelligence Bureau)

ORDER

New Delhi, the 24th August, 1998

- S.O. 1825.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 o the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/103 97-Cus. VIII dated 5-1-1998 under the said sub-section directing that Shri Ranjit Kumar Sarkar S/o Shri Kiranga Chandra Sarkar, 4, Thakur Tala Road, P.O. East Barisha, Calcutta-700008, be detained and kept in custody in the Dum Dum Central Jail, Calcutta with a view to preventing 'tim from smuggling goods in future.
- 2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or has been concealing himself so that the order cannot be executed.
- 3. Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commander of Police, Calcutta within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/103/97-Cuc. VIII] TARSEM LAL, Under Secy.

ग्रादेश

नई बिरुली, 25 श्रगस्त, 1998

स्टाम्प

का.मा. 1826.-भारतीय स्टाप श्रधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (i) के खंड (ख) द्वारा प्रयत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतवृद्धारा में पावर फाइनेन्स कारपोरेशन लि., नई दिल्ली को मात्र एक करोड पचल्तर लाख रु. का समेकित स्टाम्प गुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त निगम द्वारा जारी किए जाने वाले मात्र एक सौ पचत्तर करोड़ रु. के समग्र मुल्य के 80000001 से 80017500 तक की विशिष्ठ संख्या वाले 1-1 लाख रु. मृत्य के 8.85 प्रतिशत कर मुक्त सुरक्षित, विमोच्य, भ्रपरिवर्तनीय बांडों (2004)-8 वीं श्रृंखला (टैन्च I तथा II) पर उक्त नियम के तहत स्टाम्प गल्क केकारण प्रभार्य है।

> [सं. 31-98-स्टाम्प फा.सं. 15/20/98-बि.क.] ग्रपर्णा णर्मा, ग्रवर सचिव

ORDER

New Delhi, the 25th August, 1998 **STAMPS**

S.O. 1826.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Power Finance Corporation Limited, New Delhi to pay consolidated stamp duty of rupees one crore and

seventy five lakhs only chargeable on account of the stamp duty on 8.85 percent Tax-Free, Secured, Redeemable, Non-Convertible Bonds (2004)-VIII Series (Tranche-I & II) of the face value of rupees one lakh each bearing distinctive numbers from 80000001 to 80017500 aggregating to rupees one hundered seventy five crores only, to be issued by the said Corporation.

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INo. 31|98-STAMPS-F. No. 15|20|98-STI APARNA SHARMA, Under Secy.

श्रादेश

नई दिल्ली. 26 ग्रगस्त, 1998

स्टाम्प

का.म्रा. 1827. - भारतीय स्टाम्प म्राधनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) इंग्रा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एसवद्वारा भारतीय श्रीधोगिक निवेश वैंक लिमिटेड, कलकत्ता को मात्र एक करोड चौंतीस लाख श्रौर इकत्तीस हजार रुपए का स्टाम्प शुरुक श्रदा करने की अनुमति देती है, जो उक्त बैक द्वाराजारी किए गए मोत्र एक सौ छतीस करोड़ और इक्यासी लाख रुपए के समग्र मुख्य के अत्येक एक-एक लाख रुपए के क्रमुरक्षित ग्राई आई बी ग्राई बांड (श्रंखलाएम,एम-1 एन, एन-1) भ्रौर बहु-विकल्पी बांड (श्रृंखला II श्रौर III) स्टाम्प शुथ्क के कारण प्रभार्य है।

> [सं. 32/98-स्टाम्प-एफ. स. 15/22/98-बि.क.] ग्रपणी भर्मी, ग्रवर सचिव

ORDER

New Delhi, the 26th August, 1998 **STAMPS**

S.O. 1827.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Industrial Investment Bank of India Limited. Calcutta to pay consolidated stamp duty of rupees one crore thirty four lakhs and thirty one thousand only chargeable on account of stamp duty on Unsecured IIBI Bonds (Series M, M-1, N, N-1) and Multioption Bonds (Series II & III) of rupees one lakh each aggregating to rupees one hundred thirty six crores and eighty one lakhs only, issued by the said Bank.

> [No. 32|98-Stamps-F. No. 15|22|98-ST] APARNA SHARMA. Under Secv.

(सेंद्रल इकोनोमिक इन्टेलीजेंस ब्यूरो)

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भई दिल्ली, 7 सितम्बर, 1998

का. शा. 1828:— प्रतः संयुक्त सिवव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण श्रीर तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से गांकित प्रदान की गई है, ने उक्त उपधारा के अधीन आदेश फाइल सं. 673/56/97—सी यू एरा.-8, दिनांक 7-8-97 जारी किया श्रीर यह निर्देश दिया कि श्री दिलीप राय उर्फ दिलीप सुपुत्र श्री रवीन्त्र नाथ राय पता:— नामा पाली, बरमत, 24-पराना (उत्तरी) पश्चिमी बंगाल को निमद्ध कर लिया जाए श्रीर प्रेजिडेमी कारागर, कलकत्ता में श्रीमरक्षा में रखा जाए जिससे कि उन्हें भिजय्य में चीजों की तस्करी करने से रोका जा सके।

- 2 श्रतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्थय को छिपा रखा है जिससे कि यह आदेश निष्पादित नहीं किया जा सकता।
- 3. ग्रतः ग्रव उक्त ग्रिधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त मक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपन्न में इस भादेश के प्रकाशित होने के 7 दिन के भीतर पुलिस भायुक्त, कलकत्ता के सम्मुख उपस्थित हो।

[फा.सं. 673/56/97-सी यू एस-VIII] तरसेम लाल, ध्रवर सचिव

(Central Economic Intelligence Bureau)

ORDER

New Delhi, the 7th September, 1998

- S.O. 1828.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Corrervation of Foreign Exchange and Prevention of Smaggling Activities Act, 1974 (52 of 1974), issued order F. No. 673/56/97-Cus. VIII dated 7-8-97 under the said sub-section directing that Shri Dilip Roy @ Dilip S/o Shri Rabindra Nath Roy, R/o Naba Palli, Barasat, 24-Parganas (North), West Bengal be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from engaging in transporting and concealing and keeping smuggled goods in future.
- 2. Whereas the Central Government has reasons to believe that the aforesaid person has abscouded or has been concealing himself so that the order cannot be executed.
- 3. Now, therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Calcutta within 1 days of the publication of this order in Official Gazette.

[F. No. 673/56/97-Cus. VIII] TARSEM LAL, Under Secy.

श्रादेश

मई दिल्ली, 26 धगस्त, 1998

स्टाम्प

का. श्रा. 1829:— भारतीय स्टाम्प ग्रधिनियम, 1899 (1899 का 21) की धारा 9 की उपधार। (1) के खण्ड (ख) द्वारा प्रवतन णिक्त में का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा महाराष्ट्र राज्य चित्रीय निगम, मुम्बई को मान्न तेरह लाख सत्ताक्षी हजार पांच सो रुपए का समेकिस शुल्क ग्रदा करने की श्रनुगति देती है, जो उक्त निगम द्वारा जारी किए जाने बाले मान्न ग्रठारह करोड़ पचास लाख रुपए के समग्र मूल्य के 1 से 198 तक की विशिष्ट संख्या वाले 12.30 प्रतिशत एम एस एफ सी 2008 (74वीं श्रृंखला) के बांडों पर स्टाम्प शहक के कारण प्रभार्य है।

[सं. 30/98-स्टाम्प-फा. सं. 15/24/98-एस टी] श्रेपणी शर्मी, श्रवर सिचव

ORDER

New Delhi, the 26th August, 1998 STAMPS

S.O. 1829.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Maharashtra State Financial Corporation, Mumbai to pay consolidated stamp duty of rupces thirteen lakhs eighty seven thousands and five hundred only chargeable on account of the stamp duty on 12.30 percent MSFC Bonds-2008 (74th Series) bearing distinctive numbers from 1 to 198 of the aggregate value of rupces eighteen crores and fifty lakhs only, to be issued by the said Corporation.

[No. 30|98-Stamps-F. No. 15/24/98-ST] APARNA SHARMA, Under Secy.

(ब्रार्थिक कार्य विभाग) (बैकिंग प्रभाग)

नई दिल्ली, 3 सितम्बर, 1998

का थ्रा 1830: भारतीय रिजर्व बैंक की संस्तुति पर, बैंककारी विनियमन प्रधिनियम 1949 (1949 का 10) की धारा 56 के साथ पठिन धारा 53 द्वारा प्रवत्त शिक्तयों का प्रयोग करते हुए केन्द्रीय सरकार घोषणा करती है कि प्रहमदाबाद डिस्ट्रिक्ट कोआपरेरिव बैंक लिं० ग्रहमदाबाद (गुजरात) के मामले में उक्त ग्रिधिनियम की धारा 11 की उपधारा 1 के उपबन्ध इस ग्रिधसूचना के शासकीय राजपक्ष में प्रकाशन की तारीख से 31 दिसम्बर 1997 तक उस पर लागू महीं होंगे।

[संख्या 1(6)/97-ए०सी०] एस०के० ठाकुर, अवर प्रविव

(Department of Economice Affairs) (Banking Division)

New Delhi, the 3rd September. 1998

S.O. 1830.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to The Ahmedabad District Co-operative Bank Ltd., Ahmedabad (Gujarat) from the date of publication of this notification in the official Gazette to 31 December, 1997.

[F. No. 1(6)/97-AC] S. K. THAKUR, Under Secy.

नई दिल्ली, 3 सितम्बर, 1998

का. मा. 1831 — भारतीय रिजर्व बैंक की संस्तुति पर बैंककारी विनियमन प्रधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार घोषणा करती है कि उक्त प्रधिनियम की धारा 11 की उप धारा 1 के उदबन्ध इस ग्रिधसूचना के शासकीय राजपन्न में प्रकाशित होने की तारीख से दिनांक 31 मार्च, 1999 तक दि मगध सेन्द्रल कोआपरेटिय बैंक लि. गया (बिहार) पर लागू नहीं होंगे। [सं. 1(17)/97-ए.सी.]

[स. 1(17)/97-५.सा.] एस.के. ठाकुर, अवर समिव

New Delhi, the 3rd September, 1998

S.O. 1831.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to The Magadh Central Co-operative Bank Ltd., Gaya (Bihar) from the date of publication of this notification in the official Gazette to 31 March, 1999.

[F, No. 1(17)/97-AC] S. K. THAKUR, Under Secy.

नई दिल्ली, 3 सितम्बर, 1998

का. प्रा. 1832:— वैककारी विनियमन प्रधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पटित धारा 53 हारा प्रदत्त शिवतयों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर धोषणा करती है कि वक्स प्रधिनियम की धारा 11 की उपधारा 1के उपजन्ध

सरकारी राजपल में इस ग्रधिसूचना के प्रकाशन की तारीख से 31 दिसम्बर, 1999 तक द पूर्णिया जिला केन्द्रीय सहकारी बैंक लि. पूर्णिया (बिहार) पर लागू नहीं होंगें।

> [सं. 1(18)/97-ए.सी.] एस.के. ठाकुर, ध्रवर सचिव

New Delhi, the 3rd September, 1998

S.O. 1832.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to The Purnea District Central Co-operative Bank Ltd., Purnea (Bihar) from the date of publication of this notification in the official Gazette to 31 December, 1999.

[F. No. 1(18)/97-AC] S. K. THAKUR, Under Secy.

नर्ड दिल्ली. 3 मितम्बर, 1998

का आ . 1833 — राष्ट्रीयकृत बैंक (प्रबन्ध ग्रौर प्रकीणं उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठिल बैंककारी कंपनी (उपक्रमों का ग्रर्जन एवं ग्रंतरण) ग्रिधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रदत्त गक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनद्दारा विन्त मंत्रालय ग्राधिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली, के संयुक्त सचिव थी ग्रन्प मिश्रा, ग्राई. ए. एस (उ.प.: 1978) को श्री ए. के जैन के स्थान पर केनरा बैंक का निदेशक नामित करती है।

[एफ. मं. 9/9/98-की भो.1] पी. मोहन, निदेशक,

New Delhi, the 3rd September, 1998

S.O. 1833.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri Anoop Mishra, IAS (UP: 1978) Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director on the Board of Capara Bank with immediate effect and until further orders vide Shri A. K. Jain.

(F. No. 9|9|98-B.O I| P. MOHAN, Director.

नई दिल्ली, 4 सितम्बर, 1998

का. भा. 1834.—-राष्ट्रीयकृत बैंक (प्रबंध श्रीर प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का श्रर्जन एवं श्रंतरण) श्रधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतव्द्वारा नीचे वी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को तत्काल प्रभाव से तथा श्रगले श्रादेश तक के लिये उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों के निर्देशक नामित करती है:——

सारणी

1	2	3
पूनियन बैंक भ्राफ इंडिया	श्री स्नालोक कुमार निदेशक, विक्त मंत्रालय श्राधिक कार्य विभाग (वैकिंग प्रभाग), नर्ष दिल्ली।	सुश्री पी. बोलिना
डियन घोत्ररसीज बैंक	सुश्री पी. बोलिना उप सचिव, वित्त मंझालय, ध्रायिक कार्य विभाग, (बैंकिंग प्रभाग), नई विस्ली।	श्री परमजीत सिंह
तो वैंक	श्री जी.ग्रार. सुमन उप सचिष, वित्त मंत्रालय, ग्रार्थिक कार्य विभाग (बैँकिंग प्रभाग) नई दिल्ली।	श्री बी.बी. क्यास

[एफ स. 9/9/98—बी.को.-] पी. मोहन, निदेशक

New Delhi, the 4th September, 1998

S.O. 1834.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates the persons specified in column (2) of the table below as Directors of the nationalised banks specified in

column (1) thereof in place of the persons specified in column (3) of the said Table, with immediate effect and until further orders:—

Table

(1)	(2)	_ (3)
Union Bank of India	Shri Alok Kumar Director, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Ms. P. Bolina
Indian Overseas Bank	Ms. P. Bolina, Deputy Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri Paramjit Singh
UCO Bank	Shri G.R. Suman Deputy Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri B.B. Vyas

[F. No.9/9/98-B.O.I] P. MOHAN, Director

(व्यय विभाग)

नई दिल्ली, 7 सितम्बर, 1998

का. आ. 1835---राष्ट्रपति, एतब्द्वारा भारत के संविधान के अनुष्ठिद 77 की धारा (3) के अनुसरण में वित्तीय शक्तियों के प्रत्यायोजन नियम, 1978 में तदन्तर संगोधन के लिये निम्नलिखित नियमों को बनाते हैं, नामत:

- 1. (1) इन नियमों को विसीय शक्तियों के प्रत्यायोजन (द्वितीय संशोधन) नियम, 1998 कहा जायेगा।
- (2) ये सरकारी राजपत्न में प्रकाशित होने की तारीख से लागू होंगे।
- ्र. वित्तीय शक्तियों के प्रत्यायोजन नियम, 1978 के नियम 18 के उप नियम (1) में जहां कहीं भी "पच्चास लाख कपये" का शब्द हो उन्हें "एक करोड़ पच्चास लाख रुपये" शब्दों के द्वारा प्रतिस्थापित किया जाये ।

[एफ.सं. 1(27)-ई-II(ए)/97] नारायण दास, श्रवर सचिव

टिप्पणी:—-विनांक 22 जुलाई, 1978 की अबिसूचना संख्या एस.भो. 2131 के अन्तर्गत प्रकाशित विसीय शक्तियों के प्रत्यायोजन नियम, 1978 का बाद में निम्नवत संशोधन किया गया है।

- (1) प्रविस्चना संख्या एस.ग्रो. 1187, दिनांक 9-8-1979
- (2) अधिसूचना संख्या एस.भी. 2942, विनोक 1-9-1979
- (3) ग्रधिसूचना संख्या एस.भो. 2811, विांनक 4-10-1988
- (4) प्रिक्षस्चना संख्या एस.प्रो. 2184, दिनांक 15-8-1981
- (5) ग्रधिसूचना संख्या एस.ग्रो. 2304, दिनांक 5-9-1981
- (6) ग्रिधसूचना संख्या एस.भो. 3073, दिनांक 4-9-1982
- (7) ग्रिक्षिस्चना संख्या एस.भी. 4171, विनांक 11-12-1982

- (8) मिधिसुनना संख्या एस.पी. 1314, दिनांक 28-2-1983
- (9) प्रधिसुचना संख्या एस. ग्रो. 2802, विनांक 4-8-1984
- (10) अधिस्चना संख्या एस.श्री, 22, दिनांक 5-1-1985
- (11) मृद्धि-पत्न संख्या एस.भी. 1958, दिनांक 11-5-1985
- (12) ग्रधिसूचना संख्या एस.ग्रो. 3082, दिनांक 8-7-1985
- (13) मधिसुचना संख्या एस.क्रो. 3974, धिनांक 24-8-1985
- (14) म्रधिसूचना संख्या एस.म्रो. 5641, दिनांक 21-12-1985
- (15) ग्रधिस्चना संख्य एस.भ्रो. 1548, दिनांक 19-4-1986
- (16) भ्रधिसूचना संख्या एस.घो. 3183, दिनांक 20-9-1986
- (17) अधिसचना संख्या एस.स्रो. 3787, दिनांक 8-11-1986
- (18) ग्रधिसूचना संख्या एस.भ्रो. 2508, विनांक 19-9-1987
- (19) भ्रधिसूचना संख्या एस.भ्रो. 3092, दिनांक 7--11--1987
- (20) ग्रधिस्चना संख्या एस.घो. 3581, दिनांक 10--12--1988
- (21) भ्रधिस्चना संख्या एस.भ्रो. 641, दिनांक 17-3-1990
- (22) ग्रधिस् भना संख्या एस.ग्रो. 1489, दिनांक 26-5-1990
- (23) प्रधिसचना संख्या एस. प्रो. 2173, दिनांक 18-8-1990
- (24) भ्रधिसूचना संख्या एस.भ्रो. 3033, दिनांक 17-11-1990
- (25) श्रधिस्चना संख्या एस.श्रो. 3414, दिनांक 22-12-1990
- (26) ग्रधिसूचना संख्या एस.ग्रो. 534, दिनांक 23-2-1991
- (27) प्रधिस्चना संख्या एस.ग्रो. 2235, दिनांक 24-9-1991
- (28) ग्रधिसुचना संख्या एस.श्रो. 547(ई) दिनांक 24-7-1992
- (29) ग्रधिसूचना संख्या एस.ग्रो 466, दिनांक 13-3-1993
- (30) ग्रधिसूचना संख्या एस.श्रो. 1292, दिनांक 12-6-1993
- (31) म्रधिस्चन। संख्या एस.म्रो. 685, दिनांक 12-3-1994
- (32) प्रधिसुचना संख्या एस.भो. 1232, दिनांक 28-5-1994
- (33) ग्रधिस्चना संख्या एस.ग्रो. 1945, दिनांक 13-8-1994
- (34) ग्रधिसूचना संख्या एस.ग्रो. 2451, विनांक 24-9-1994
- (35) ग्रधिसूचना संख्या एस.ग्रो. 174, दिनांक 28-1-1995
- (36) प्रधिसुचना संख्या एस.ग्रो. 670, दिनांक 26-9-1996
- (37) भ्रधिस्चना संख्या एसं.भो. 665(ई) दिनांक 5-8-1998

(Department of Expenditure)

New Delhi, the 7th September, 1998

- S.O. 1835.—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely:—
 - (1) These Rules may be called the Designtion of Financial Powers (Second Amendment) Rules, 1998.
 - (2) They shall come into force on the date of their publication in the Official Gazette.
- 2. In the Delegation of Financial Powers Rules, 1978, in dule 18 in sub-rule (1), for the words 'tupees fifty lakhs' wherever they occur, the words "rupees one close fifty lakhs" shall be substituted.

[F. No. 1(27)/E. II $(\Lambda)/97$] NARAIN DAS, Under Secy.

- Note.—The Delegation of Financial Powers Rules, 1978 published vide Notification No. S.O. 2131, dated 22nd July, 1978 have subsequently been amended by:—.
 - (i) Notification No. S.O. 1187, dated 9-6-1979.
 - (II) Notification No. S.O. 2942, dated 1-9-1979.

- (iii) Notification No. S.O. 2611, dated 4-10-1980.
- (iv) Notification No. S.O. 2164, dated 15-8-1981.
- (v) Notification No. S.O. 2304, dated 5-9-1981.
- (vi) Notification No. S.O. 3073, dated 4-9-1982.
- (vii) Notification No. S.O. 4171, dated 11-12-1982.
- (viii) Notification No. S.O. 1314, dated 26-2-1983.
- (ix) Notification No. S.O. 2502, dated 4-8-1984. (x) Notification No. S.O. 22, dated 5-1-1985.
- (xi) Corrigendum No. S.O. 1958, dated 11-5-1985.
- (xii) Notification No. S.O. 3082, dated 6-7-1985.
- (xiii) Notification No. S.O. 3974, dated 24-8-1985.
- (xiv) Notification No. S.O. 5641, dated 21-12-1985.
- (xv) Notification No. S.O. 1548, dated 19-4-1986.
- (xvi) Notification No. S.O. 3183, dated 20-9-1986.
- (xvii) Notification No. S.O. 3787, dated 8-11-1986.
- (xviii) Notification No. S.O. 2508, dated 19-9-1987.
 - (xix) Notification No. S.O. 3092, dated 7-11-1987.
- (xx) Notification No. S.O. 3581, dated 10-12-1988.
- (xxi) Notification No. S.O. 641, dated 17-3-1990. (xxii) Notification No. S.O. 1469, dated 26-5-1990.
- (xxiii) Notification No. S.O. 2173, dated 18-8-1990.
- (xxiv) Notification No. S.O. 3033, dated 17-11-1990.
- (xxv) Notification No. S.O. 3414, dated 22-12-1990. (xxvi) Notification No. S.O. 534, dated 23-2-1991.

(xxvii) Notification No. S.O. 2235, dated 21-8-1991.

(xxviii) Notification No. S.O. 547(E) dated 24-7-1992.

(xxix) Notification No. S.O. 466, dated 13-3-1993.

(xxx) Notification No. S.O. 1292, dated 12-6-1993.

(xxxi) Notification No. S.O. 685, dated 12-3-1994,

(x: xii) Notification No. S.O. 1232, dated 28-5-1994

(xxxiii) Notification No. S.O. 1945, dated 13-8-1994

(xxxiv) Notification No. S.O. 2451, dated 24-9-1994.

(xxxv) Notification No. S.O. 174, dated 28-1-1995.

(xxxvi) Notification No. S.O. 670, dated 26-9-1996.

(xxxvii) Notification No. S.O. 665(E) dated 5-8-1998.

वाणिज्य मंद्रालय

नई दिल्ली, 3 सितम्बर, 1998

का. बा. 1836-केन्द्रीय सरकार, निर्मात (क्यासिटी विश्वंत्रण कौर निरीक्षण) अधिनियम, 1963 (1963 का 22) क्यांचार 7 की उपधारा (i) द्वारा प्रदत्त गक्तियों का प्रयोग करते हुए, मैंसर्स बेवी एंड कम्पनी, श्रमराबत्ती, होज-पेंट-583201, कर्नाटक को इस श्रिध्सूचना के राजपन्न में अकाकन की तारीख से तीन वर्ष की अवधि के लिए खनिज-तथा अयक्का मुप-1 केकल कच्चे लोहे की वर्गीकृत अनुसूची से सम्बद्ध हैं के निरीक्षण के लिए भारत सरकार के वाणिज्य मंत्रालय की श्रिधसूचन। सं. का. था. 3975 तारीख 20-12-1965 के श्रनुसार एक श्रीक्षकरण के रूप में निम्नलिखित शर्तों के श्रीन मान्यता प्रदान करती है, श्रथति:—

- (i) मैसर्स देवी एंड कम्पनी, होजपेट निर्यात निरीक्षण परिषद, द्वारा इस संबंध में नामित अधिकारी को अपने द्वारा अपनाई गयी निरीक्षण की प्रद्रित की जांच के लिए पर्याप्त मुखिधाएं उपलब्ध कराएंगी जिसके अभुसार अविका तथा अध्यक्त प्रपार मियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण का प्रमाण पत्न जारी किया जा सके।
- (ii) मैसस देवी एंड कम्पनी, होजपेट इस प्रधिसूचना के प्रन्तर्गत श्रपने कृत्यों के पालन में ऐसे निर्देशों कारा श्राबद्ध होगी जो निदेशक (निरीक्षण एकं क्वालिटी नियंत्रण) समयसमय पर लिखित रुप में देंगे।

[फा. सं. 5/5/98-ई.म्राई. एंड ई.पी.] प्रभ दास, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 3rd September, 1998

S.O. 1836.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality

Con/rol and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a further period of three years, from the date of publication of this Notification in the official Gazette, M/s. Devi and Company, Amaravathi, Hospet-583201, Karnataka as an agency for inspection of Minerals and Ores Group-I only Iron Ore specified in the schedule annexed to Government of India, Ministry of Commerce notification No. S.O. 3975 dated 20-12-1965, prior to export subject to the following conditions, namely:—

- (i) that M|s. Devi and Company, Hospet shall give adequate facilities to the officers mominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group-I (Inspection) Rules, 1965.
- (ii) that M|s. Devi and Company, Hospet in the performance of their function under this Notification, shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[F. No. 5|5|98-EI & EP] PRABH DAS, Director

मानव संसाधन विकास मंत्रालय (युवा कार्यक्रम एवं खेल विभाग) नई विल्ली, 17 जुलाई, 1998

का.धा. 1837—-शिक्षा धौर समाज कल्याण मिल्रालय (शिक्षा विभाग) की विनांक 3 जनवरी, 1979 की स्रिक्ष्मचना सं. 12-10/75-श्नः एस वाई-2 में आंशिक संक्षोधन करते हुए, स्पष्टीकरण के ग्रम्सर्गत उप-पैरा (ख) के स्थान पर कृपया निम्मलिखित पहें।

(ख) भारतीय स्टेट बैंक की स्मुख्य सास्त्रा,

सैंक्टर-17, चंडीगढ़ में विदेशी विनिमय खाता।
'[मं.फा. 17-7/98-यू.से.-III]
अमरजीत कौर, निदेशक

MINISTRY OF HUMAN RESOURCE DEVELOPMENT
(Department of Youth Affairs and Sports)

New Delhi, the 17th July, 1998

S.O. 1837.—In partial modification of Ministry of Education and Social Welfare (Department of Education) Notification No. 12-10/75-NSY II dated the 3rd January, 18979, sub-para (b) under Explanation may please be substituted as under:

(b) Foreign Exchange Account with main Branch of State Bank of India. Sector 17, Chandigarh.

[No. F. 17-7/98-YS. III] AMARJEET KAUR, Director

(शिक्षा विभाग)

नई दिल्ली, 30 ज्लाई, 1998

1838---सरकारी परिसर (गैर कानूनी कब्जा बेदखली) श्रविनियम, 1971 (1971 का 40) की धारा 3 का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा निम्नलिखित तालिका के कॉलम (1) में उल्लिखित श्रधिकारी को सरकार के एक राजपत्नित श्रधिकारी की श्रेणी केसमकक्ष श्रधिकारी होने के नाते, उक्त श्रधिनियम के प्रयोजन के लिए सम्पदा ग्रधिकारी नियुक्त करती है जो उक्त ग्रधिनियम के द्वारा ग्रथवा ग्रधीन सम्पदाग्रधिकारी को प्रदत्त शक्तियों का प्रयोग भ्रौर श्रीधरोपित कर्त्तद्यों का पालन, उन्त तालिका के कॉलम (2) में विनिविष्ट संरकारी परिसर के सर्वध में प्रधिकार क्षेत्र की स्थानीय सीमाधी के प्रतर्गत करेगा।

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ЯΙ	เสษา

सरकारी परिमरों की कोटियां तथा श्रधिकार क्षेत्र की स्थानीय सीमाएं
2
राष्ट्रीय ग्रौद्योगिक इंजीनियरी संस्थान, मुम्बई का ग्रथना उनके ग्रारा पट्टे पर लिये गये श्रथवा श्रक्षिग्रहण किये गये परिसर ग्रौर जो उसके प्रशासनिक नियंत्रण में हैं

[एफ. सं. 4-10/98-टी. एस. 2]

डा. एस. डी. ग्रावले, संयुक्त शिक्षा सलाहकार (तक.)

(Department of Education)

New Delhi, the 30th July, 1998

S.O. 1838.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoint the Officer mentioned in column (1) of the Table below, being the Officer equivalent to the rank of a gazetted officer of Government, to be the Estate Officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on estate officer by or under the said Act, within the local limits of the jurisdiction in respect of the Public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of Public premises and local limits of jurisdiction	
1	2	
Institute Engineer National Institute of Industrial Engineering (NITIF) Mumbai.	Premises belonging or taken on lease or requisition by or on helialf of the National Institute of Industrial Engineering, Mambai and which are under its administrative control.	

[F. No. 4-10/98-TS.11]

संचार मंद्रालय

(दूर संचार विभाग) (राजभाषा ग्रनुभाग)

नई दिल्ली, 24 ग्रगस्त, 1998

का. ग्रा. 1839 — केन्द्रीय सरकार, राजभाषा (संघ के ग्रासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10(4) के ग्रनुसरण में संचार महालय दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को जिनमें 80% से ग्रधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्शारा ग्रधिस्चित करती है।

उत्तरी दूरसंचार क्षेत्र (अनुरक्षण) नई दिल्ली

- 1. कार्यालय महा प्रबन्धक (धनु.) जार्लधर
- 2. कार्यालय मंडल अभियन्ता (माँइकोवेव) जम्मू
- 3. कार्यालय मंडल अभियंता (माँइक्रोवेव) पठानकोट
- 4. कार्यालय मंडल ग्रभियंता (समाक्ष) लुधियाना
- 5. कार्यालय मंडल अभियन्ता (मॉइक्रोबेब) श्रीनगर
- 6. कार्यालय मंडल श्रमियन्ता (समाक्ष) श्रम्बाला
- 7. कार्यालय मण्डल ग्रंभियन्ता (समाक्ष) पटियाला
- कार्यालय मंडल प्रभियन्ता (दूरस्थ) चंडीगढ़
- 19. कार्यालय मंडल श्रिभयन्ता (माइकोवेव) शिमला कार्यालय मंडल श्रिभयन्ता (उपग्रह) शिमला
- 11. कार्यालय मंडल भ्रभियन्ता (दूरस्थ) मंडी
- 12. कार्यालय मंडल अभियन्ता (माइक्रोवेव) धर्मशाला

[सं ई -11016/1/98-रा.भा] ग्रार.डी. मासीवाल, निवेशक (राजभाषा)

MINISTRY OF COMMUNICATIONS

(Department of Telecommunication)
(Official Language Section)

New Delhi, the 24th August, 1998

S.O. 1839.—In pursuance of rule 10(4) of the Official Language (use for official purposes of the union), rules, 1976 the Central Government hereby notifies following offices under administrative control of Ministry of Communications, Department of Telecommunications where of more than 80 per cent staff have acquired working knowledge of Hindi.

Northern Telecom. Region (Maintenance) New Delhi

- Office of the General Manager (Maintenance) Jalandhar
- 2. Office of the Divisional Engineer (Microwave)
 Jammu
- 3. Office of the Divisional Engineer (Microwave)
 Pathan Kot
- 4. Office of the Divisional Engineer (Coaxial) Ludhiana
- Office of the Divisional Engineer (Microwave) Srinagar
- 6. Office of the Divisional Engineer (Coaxial) Ambala
- 7. Office of the Divisional Engineer (Coaxial) Patiala
- Office of the Divisional Engineer (Remote) Chandigarh
- 9. Office of the Divisional Engineer (Microwave) Shimla
- 10. Office of the Divisional Engineer (Satelite) Shimlar
- 11. Office of the Divisional Engineer (Remote) Mandi
- 12. Office of the Divisional Engineer (Microwave)
 Dharmshala

[No. E-11016/1/98-O.L.]
R. D. MASIWAL, Director (O.L.)

(डाक विभाग) ंगद्धि पत्न

नई दिल्ली, 4 सितम्बर, 1998

का.ग्रा. 1840 — केन्द्र सरकार के राजपित्तत ग्रधिकारियों के जिन्हें डाक विभाग में संपदा ग्रधिकारी के बतौर कार्य करने के लिए नियुक्त किया गया था, संबंध में इस निदेशालय के दिनांक 28-01-92 के समसंख्यक पद्ध के श्रन्तर्गत जारी ग्रीर भारत के राजपत के भाग-II-3(ii) दिनांक 11-9-93 में प्रकाशित ग्रधिसूचना में क्रमशः पृष्ट 3 ग्रीर 6 में पर क्रम संख्या 11, 18 एवं 19 पर क्रमशः मध्य प्रदेश, उत्तर प्रदेश एवं पश्चिम बंगाल के सामने निम्नलिखित में परिवर्तन किये जाएं।

ऋम सं. सिकल का नाम	स्रधिकारियों का नाम	क्षेत्राधिकार
11. मध्य प्रदेश	सहायक निदेशक (मेल)	रायपुर क्षेत्र
18. उत्सर प्रवेम	.पी एम जी रायपुर का कार्यालय सहायक पोस्टमास्टर जनरल	भ्रागरा क्षेत्र
	श्रागरा क्षेत्र प्रशासनिक श्रधिकारी निदेशक, डाक प्रशिक्षण केन्द्र <i>,</i>	डाक प्रशिक्षण केन्द्र, सहारनपुर
19. पश्चिम बंगाल	सहारनपुर का कार्यालय निदेशक, डाक सेवा दक्षिण बंगाल क्षेत्र	दक्षिण बंगाल क्षेत्र

[सं 2-119/90-किल्डिंग]°

ए. खड़कवाल, सहायक निदेशक सामान्य (भवन)

(Department of Post)

CORRIGENDUM

New Delhi, the 4th September, 1998

S.O. 1840.—In the Notification issued under the Directorate Office of even No. dated 28-1-92 in respect of the Central Govt. Gazetted Officers appointed to act as Estate Officers in the Department of Posts published in Gazette of India in Part-H-3(ii) dated 11-9-93. The following changes may be made against Sl. 11, 18 & 19 at page 3 and 6 respectively against M.P., U.P. & W.B. respectively.

Sl. Name of Circle	Designation of the officers	Territorial jurisdiction
Madhya Pradesh	Asstt. Director (Mails) O/o PMG Raipur	Raipur Region
8 Uttar Pradesh	Asstt. Postmaster General Agra Region	Agra Region
	Administrative Officer	Postal Training Centre,
	O/o Director Postal Training Centre	Saharanpur
	Saharanpur.	•
19` West Bengal	Director Postal Services	South Bengal Region
	South Bengal Region	- -

[No.2-119/90-Bldg.]

A. KHARKWAL, Asstt. Director General (Bldg.)

कोयला मंत्रालय

नई दिल्ली, 28भगस्त, 1998

की. भी. 1841:—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (ग्रजेंग और विकास) अधिनियम, 1957 (1957 की 20) (जिसे इसमें इसके पश्चात् उक्स अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना का. भा. संख्यांक 1725 तारीख 4 जुलाई, 1997, जो भारत के राजपल, भाग 2, खंड 3, उपखंड (ii) में तारीख 12 जुलाई, 1997 को प्रकाशित की गई थी, इस अधिसूचमा से संलम्म अभुमूची में विनिविष्ट परिकेल की भूमि और उस पर के अधिकारों के अर्जन करने के अपने आशय की मूचना थी थी।

और सक्षम प्राधिकारी ने उक्त श्रिधिनियम की धारा 8 के श्रनुसरण में केन्द्रीय सरकार को श्रपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का, पूर्वोक्स रिपोर्ट पर विचार करने के पश्चात और उड़ीसा सरकार से परामर्श करने के पश्चात्व यह समाक्षाम हो गया है कि इससे संलग्न भनुसूची में वर्णित 1498.185 (लगभग) एकड या 606.307 हैक्टैबर (लगभग) मध्य वाली भूमि ग्रांजित की जानी चाहिए।

श्रतः केन्द्रीय सरकारः कोयसा भारक क्षेत्र (ग्रर्जन और विकास) भ्रविनियमः 1957 (1957 का 20) की कारा 9 की उपकारा (1) द्वारण प्रदत्त शक्तियों का प्रयोग करते हुए, यह कोवणा करती है कि इसमें संलग्न भनुसूकी में वर्णित 1498.185 एक्स (समभग) या 606.307 हैक्टेयर (लगभगः) और उसके सभी भ्रविकार श्रविकार किए जाते हैं।

इस प्रशिसूचना के अंतर्गत प्रानेवाले क्षेत्र के रेखांक संबंधांक एम सी एल/एस ए एम बी/सी जी एम (टी. सी.)/ 98/11 तारीख 24 जनवरी, 1998 वाले रेखांक का निरीक्षण कलन्टर अंगुल (उड़ीसा) के कार्यालय में या कार्याक्य नियंत्रक नं. 1, कार्डसिस हाउस स्ट्रीट कसकत्ता के कार्यालय या महानदी कोलफील्डस लि. (तकनीकी समन्वय विकास, प्रानंद बिहार, बुरुला, संबलपुर 769018 (उड़ीसा) के कार्यालय में किया जा सकेता।

धनुसूची कनिहा स्लाक

(तासचेरकभयला क्षेत्रः(हिंगुसाक्षेत्रः)

जिला--अगुल (उड़ीमा)

समस्त प्रविकार

[रेखांक सं. एम सी एल/एत ए एम बी/सी जी एम (टी.सी.) तारीख 24 जनवरी, 1998]

कम सं. ग्राम⊸	भाना और सं.	तहसील/ उप मं ड ल	जिसा∙	क्षेत्र ⊦ एकक् में	टिप् ष ः
	कलिहा	60 तालचेर	 અંગુસ	46.300	भामः
2. कांसुमुंदा	कतिहा	63 तालचेर	अंगुल	196.890	भाग
3 जयपुर	कनिहा	64 तालचेर	अंमुल	7.599	भाग
4. ग्रवेतप्रसाद	कित्र	65 ता लचेर	અં મુ ત્ર	59: 210	भाग
5 अमनिया	कनिहा	66 ता लचे र	अंगुल	13.280	भाग
3. जरदा	कनिह।	89 सालकेर	अंगुल	535, 970	भाग⊹
7. तेलीसिना	कनि ह ।	90 - तासचेर	अ गुल	469:165	भाग
g. पाथरमृ वा	कनि ह र	91 सामचेर	अंगुल	169.780	भाग
			कुल योग	1498.185 एक	*
				(लगभगः) .	
				606, 307 हैच् ढम	ार
				(सगभग)	

प्राप्त किन्हा (भाग) में अजित किए जाने वाले प्लाट सम्प्रांक —965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1043, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1148(P), 1641, 1100/1648, 1100/1652, 1144/1658, 1031/1670, 1031/1671, 1031, 1672, 1031/1673, 1041/1678, 1093/1682, 1138/1693, 1009/1703, 1122/1744, 1106/1747 और 964/1777.

3. प्राम जयपुर (भाग) में प्रजित किए जाने वाले प्लाट सं. :--267, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 279/363, 300/376, 300/377, 300/378, 300/379, 300/380, 300/381, 300/382, 300/383, 300/384, 300/385, 300/386, 300/387, 300/388, 300/389, 270/415, 270/416, 270/417, 270/418, 270/419, 270/420, 270/421 और 270/422.

4709, 1631/4710, 4130/4771, 4276/4773, 4276/4774, 4276/4775, 4341/4791, 1683/4796, 1683/4797, 1683/4798**,** 1709/

4. ग्राम भ्रद्धत प्रसाद (भाग) में अजित किए जाने वाले प्लाट सं .:---

4827 और 1724/4839.

165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 191, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 2½, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234,235; 286, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 203, 304, 305, 306, 307, 308, 309, 310, 311, 312, 3113, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 369, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415; 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 2#6, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449; 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 469, 470, 471, 472, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505 506,

508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 537, 538, 539, 540, 511, 542, 543, 544, 545, 546, 547, 546, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 539/580, 526/585, 489/586, 247/594, 574/593, 464/595, 399/602, 237/603, 555/604, 560/606, 351/614, 349/615, 448/616, 565/521, 522/622, 298/623, 301/624, 303/625, 215/626, 498/627, 211/635, 377/636, 405/637, 374/638, 411/639, 228/647, 401/650, 401/656, 320/657, 320/658, 249/659, 249/660, 342/661, 319/662, 177/667, 366/670, 366/671, 366/672, 406/673, 406/674, 349/675, 399/676 and 306/677.

5. ग्राम जमानिया (भाग) में ग्रजित किए जाने वाले प्लाट सं : :---

1, 25, 26, 27, 28, 29, 39, 40, 41, 42, 43, 48, 49,50, 51, 57, 59, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 284, 285, 272/485, 230/492, 236/498, 217/505, 231/506, 261/514, 50/518, 50/519, 229 /529, 247/534, 253/535, 252/557, 269/574, 269/575, 269/576, 269/577, 269/578, 269/579, 52/591, 267/597, 267/598, 235/609, 230/610, 230/611, 234/612, 234/613, 239/614, and 239/615.

ग्राम जरदा (भाग) में ज्ञाजित किए जाने वाले प्लाट सं :---

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 19, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 105, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 116, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 136, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 245, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 368, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405 406, 407, 408, 409, 410 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 412, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 467, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 491, 493, 494, 495, 495, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517 518, 519, 520, 521, 527, 523, 524, 525, 526, 527, 528, 529, 530, 531, 537, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 563, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 58°, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 606, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649,650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 634, 685, 686, 687, 688, 669, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 715, 717, 713, 719, 720, 721 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 760, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 730, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793 794 795, 796, 797, 798, 799, 800, 801, 802, 803, 304, 805, 806, 807, 803, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 935, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 300, 360, 861, 857, 863, 864, 865, 3552

866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121,1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207,1708, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1244, 1245, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 12**9**0, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306. 1307, 1308, 1309, 1310, 13011, 1312, 1313, 1314, 1315, 1316, 1317, 1319, 1320, 1318, 1321, 1322, 1323, 1324, 1225, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336. 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1484, 1435, 1436, 1437, 1438. 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1382, 1483, 1484, 1485, 1486, 1487, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1:502, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 4519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1581, 1532, 1533, 1534, 1535, 1536, 1537, 4 538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553. 1154, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1605, 1606, 1607, /1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1623, 1624, 1626, 1627, 1628, 1629, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722. 1709(P), 1710, 1630. 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1723, 1724, 1725, 1726, 1748, 1749, 1750, 1751, 1752, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1753. 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1772, 1773, 1774, 1775, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, · 1·800, 1801, 1802,, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820. 1828, 1829, 1830, 1831, 1832, 1833, 1834. 1835. 1823, 1274, 1825, 1826, 1827, 1821, 1822, 1836, 1857, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852. 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1853, 1854, 1855, 1856, 1857, 1866, 1867, 1868. 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1893, 1894, 1895. 1896, 1897, 1898, 1899. 1900 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1912, 1913, 1914, 1915, 1911,

1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1966, 1927, 1928, 1929, 1930, 1931, 1932, 1933. 1944, **1934**, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1945, 1946, 1947, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1194, 1995, 1995, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 1016, **2017**, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029. 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, **2049**, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, **2058**, 2059, 7060, 2061, 2062, 2063, 2064, 2065, 2071, 2072, 2073, 2074, 2075, 2076, 2077, **2066**, 2067, 2068, 2069, 2070, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145. 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174. 2175. 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244 2246, 2247, 2248, 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7. ग्राम तेलीसिंगा (भाग) में ग्राजित किए जाने वाले प्लाट सं .:--

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, **193**, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255. 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 76, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 3(0, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 215, 316, 317, 318, 320, 321, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 33°, 340, 341, 342, 343, 344, 345, 346, 347, 18, 149, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 301, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 296, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408,

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1114, 1115, 1116, 1117, 1118, 1119 1120, 1121, 1122, 1123, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1666, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341 1342, 1343 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1359, 1351, 1352, 1353, 1354, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426 1444, 1445, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1463, 1464 1487, 1489 1490, 1491, 1**49**2, 1493, 1494, 149**5**, 1496, 1530(P), 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544. 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1567, 1568, 1569, 1577, 1578, 1579, 1580, 1581, 1583, 1584, 1585, 1586, 1587, 1565(P), 1566(P), 1592, 1593, 1594, 1595, 1597, 1598 1599, 1590, 1591, 1596, 1600, 1601, 1589, 1602 1606, 1607, 1610, 1608, 1609, 1611, 1612, 1613, 1614, 1603, 1604, 1605, 1615, 1618 1626, 1622, 1623, 1624, 1625, 1627, 1628, 1629, 1630, 1631, 1633 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1**75**0 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783,1784, 1785, 1786, 1787, 1788, 1789, 1790 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1790, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 18241, 825, 1826, 1827, 1828, 1829 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847,

ग्राम पाथ रमुखा (भाग) में भ्रॉजित किए जाने क्लार्टसं :--

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 130, 311, 132, 133, 134, 135, 136, 137, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 194, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208. 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 293, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 327, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450 451/452, 580, 581, 582, 583, 585, 587, 604(P), 7/3168, 312/3188, 59/3189, 453/3190, 142/3191, 129/3196, 148/3200, 147/3201_66/3213, 84/3214_131/3220, 131/3221, 123/3222, 10/3226, 50/3230_580/3231, 582/3233 583/3234 302/3239, 13/3246, 302/3257, 583/3259, 601/3261, 129/3263, 302/3271, 414/3274, 129/3275, 193/3279, 190/3280, 145/3282, 376/3283, 129/3286, 120/3291, 1/3292, 302/3293, 120/3294, 144/3297, 319/3305, 36/3311, 36/3312, 193/3313, 193/3314, 85/3316, 85/3316, 79/3322, 79/3323, 88/3324, 88/3325, 45/3330, 45/3331 और 89/3332.

बीमा वर्णन

क--- :

रेखा, प्राप्त कनहों और कांत्रमुंदा की भागतः सम्मिनित सीमा के "क" विंदू से ग्रारंभ होती हैं। तब यह प्लाट सं. 1509 से होकर जाती है और प्लाट सं. 1515 और 1514 की पिक्षिमी सीमा के साथ आगे बढ़ती है तब प्लाट सं० 1548 से होकर जाती है और प्लाट सं० 1548 की भागतः परिषमी और दक्षिणी सीमा से होकर जाती है। तब प्लाट सं० 1552 और 1551 की परिषमी सीमा, प्लाट सं० 1560 की भागतः परिषमी सीमा, प्लाट सं० 1560 की भागतः परिषमी सीमा, प्लाट सं० 4679और 4695 की जारी सीमा है और सब प्लाट सं० 4689, 4694 की उत्तरी और परिषमी सीमा के साथ जाती है। तब यह प्लाट सं० 4689, 4690 और 1762 की परिषमी सीमा, प्लाट सं० 4709 की उत्तरी सीमा, प्लाट सं० 4708 की करोरी शीम के साथ जाती है। तब यह प्लाट सं० 4689, 4690 और 1762 की परिषमी सीमा, प्लाट सं० 4709 की उत्तरी सीमा, प्लाट सं०

साथ जाती है। तब यह प्लाट सं० 1682 और 1757 की उत्तरी और भागत: पश्चिमी सीमा प्लाट, सं० 1751 की उत्तरी और पश्चिमी सीमा, प्लाट सं० 1752 की भागत: पश्चिमी सीमा, प्लाट स० 1745 की उत्तरी और पश्चिमी सीमा प्लाट सं० 1741 की जलरी सीमा, प्लाट सं० 1740 की उत्तरी और भाग पश्चिमी सीमा, प्लाट सं० 173[°]7 की उत्तरी और पश्चिमी सीमा, प्लाट सं० 1706 की भागतः पश्चिमी सीमा, प्लाट स० 4412 की उत्तरी और पश्चिमी सीमा, प्लाट सं ० 1707 की पश्चिमी सीमा, प्लाट सं ० 1726 की उसरी और पश्चिमी सीमा, प्लाट सं० 1721 की माग उत्तरी और पश्चिमी सीमा, प्लाट सं० प्लाट सं • 4577 की पश्चिमी सीमा, प्लाट सं० 4839 की उत्तरी और पश्चिमी सीमा. प्लाट सं । 1974 की भागतः उत्तरी सीमा के साथ जाती है और प्लाट सं . 1974 की पार करती है। तब यह प्लाट सं. 4060 की उत्तरी और भागत: सीमा, प्लाट सं. 3962 की भागतः उत्तरी सीमा, प्लाट सं. 3963 की पूर्वी, उत्तरी और परिचमी सीमा, प्लाट सं, 3962 सीभागतः पश्चिमी सीमा प्लाट सं, की पश्चिमी सीमा और प्लाट मं 4615 और 4055 की पश्चिमी सीमा, ज्याह 4047 और 4046 की उत्तरी मीमा, ज्लाट सं, 4015 की पश्चिमी और नागतः विभागी सीमा और प्लाट सं. 3963 की पूर्वी, उत्तरी और पश्चिमी सीमा प्लाट सं. 4050 की भागतः पश्चिमी सीमा के साथ बढ़ती है। तब रेखा प्लाट सं. 4038 की छत्तरी और पश्चिमी सीमा, प्लाप्ट सं. 4036 की भागत: पश्चिमी क्षीमा, प्लाट सं. 4026 और 4024 की उत्तरी और पश्चिमी सीमा के साथ फिर न्काट सं. 4017, 4013, 4011, 4010, 4005 और 4004 की पश्चिमी सीमा के साथ बढ़ती है और बिंदू "ख"पर मिलती है।

ख---सं 1---न---ग----1---म :

रेखा ग्रांम जयपुर भीर कंसमंदा की भागतः सम्मिलित ग्राम सीमा पार जाती है और "ध" बिंधु पर मिलती है तब यह ग्राम जयपुर के प्लाट सं. 415, 417, 270, ,419, 422 और 267 की पिष्चिमी सीमा के साथ जाती है और "ग" बिंबु पर मिलती है। तब ग्राम जयपुर और भ्रदायत प्रसाद की भागतः सम्मिलित जाम सीमा से होते हुंए "ग" बिंबु तक जाती है तब यह ग्राम भ्रदायत प्रसाद के प्लाट सं. 287, 288, 289, 290, 291, 255, 254, 179, 178, 177, 667, 168 और 165 की पश्चिमी सीमा के साथ जाती है और बिंदु "भ" पर मिलती है।

घ--घ 1--इ :

रेखा अंबायंत प्रसाद श्रीर माला, पाजी, श्रदाखत प्रसाद भौर जमिनया की सम्मिसित ग्राम लीमा से होकर जाती है। तब यह प्लाट सं. 25 की पश्चिमी भौर दक्षिणी सीमा, प्लाट सं. 26 की विभिन्नी सीमा, प्लाट सं. 27 की पश्चिमी भौर दक्षिणी सीमा, प्लाट सं. 39 की दिक्षणी श्रीर भागतः पृथीं सीमा, प्लाट सं. 39 की दिक्षणी श्रीर मागतः पृथीं सीमा और प्लाट सं. 40 श्रीर 41 की दक्षिणी सीमा के साथ जाती है तब रेखा प्लाट सं. 42 की भागतः पश्चिमी श्रीर दक्षिणी सीमा, प्लाट सं. 43 भौर 48 की दक्षिणी सीमा, प्लाट सं. 49 की दक्षिणी भौर भागतः पश्चिमी श्रीर विक्षणी सीमा, प्लाट सं. 51 की भागतः पश्चिमी श्रीर दक्षिणी सीमा, प्लाट सं. 55 की भागतः पश्चिमी श्रीर दक्षिणी मीमा, प्लाट सं. 359 की पश्चिमी भौर दक्षिणी सीमा, प्लाट सं. 359 की पश्चिमी भौर दक्षिणी सीमा, प्लाट सं. 359 की पागतः दक्षिणी सीमा, प्लाट सं. 59 की दक्षिणी श्रीर पूर्वी सीमा प्लाट सं. 359 की भागतः दक्षिणी सीमा के साथ जाती है श्रीर तब प्लाट सं. 359 को पार करती है। तब सह प्लाट सं. 237, 615, 239 श्रीर 614 की दक्षिण सीमा, प्लाट सं. 276 की भागतः पश्चिमी श्रीर विक्षणी सीमा, प्लाट सं. 264, 285, 268, 598 श्रीर 507 की दक्षिणी सीमा, प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भौर प्लाट सं. 266 श्रीर 265 की दक्षिणी सीमा मेह प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भौर प्लाट सं. 266 श्रीर 265 की दक्षिणी सीमा मेह प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भौर प्लाट सं. 266 श्रीर 265 की दक्षिणी सीमा मेह प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भौर प्लाट सं. 266 श्रीर 265 की विक्षणी सीमा मेह प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भौर प्लाट सं. 266 श्रीर 265 की विक्षणी सीमा मेह प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भौर प्लाट सं. 266 श्रीर 265 की विक्षणी सीमा मेह प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भौर प्लाट सं. 266 श्रीर 265 की विक्षणी सीमा मेह प्लाट सं. 267 की पश्चिमी श्रीर विक्षणी सीमा भी प्लाट सं. 266 श्रीर 265 की विक्षणी सीमा मेह प्लाट सं. 267 की प्लाट सं. 264, 285 की प्लाट सं. 266 श्रीर 265 की प्लाट सं. 267 की प्लाट सं. 264 स्लाट सं. 264 सं. 265 की प्लाट सं. 265 स्लाट सं. 265 सं. 268 सं. 2

रेखा ग्राम जमितया भीर जरवा की भाग सिम्मिलित ग्राम सीमा पर से जाती है। तब प्लाट सं. 1572, 1576, 1577, 1587, 1597, 1598, 1605, 1606, 1619, 1620; 1623 श्रीर 1624 की विकाणी सीमा, प्लाट सं. 1626 की भागत: पश्चिमी , श्रीर विकाणी सीमा, प्लाट सं. 1630 की विकाणी सीमा प्लाट सं. 1610 की भागत: पश्चिमी श्रीर विकाणी सीमा प्लाट श्रीर प्लाट सं. 1711 की विकाणी मीमा के साथ ग्राम जरवा से होते हुए जाती है तब यह प्लाट सं. 1789 को पार करती है श्रीर प्लाट सं. 3271, 3272, 3282, 3302 श्रीर 3304 की पश्चिमी सीमा प्लाट सं. 3861

की पश्चिमी श्रौर दक्षिणी सीमा, प्लाट सं. 3303 की भागतः दक्षिणी सीमा, प्लाट सं 3308 की पश्चिमी श्रौर दक्षिणी सीमा, प्लाट सं 3294, 3293 श्रौर 3292 की दक्षिण सीमा के साथ चलती है श्रौर "च" बिंदू पर मिलती है।

च--क:

रेखा प्लाट सं. 3242, 3241, 3234, 3233, 3232, 3228, 3216, 3184, 3183, 3181, 3180, 3179, 3177, 3176, 3173, 3172, 3166, 3165, 3162, 3161, 3157, 3156, 3150, 3142 और 3141 की दक्षिणी सीमा के साथ जाती है और प्लाट सं. 3088 को पार करती है। तब यह प्लाट सं. 3087, 3074, 3067, 3066 और 3063 की दक्षिणी सीमा प्लाट सं. 3062 की दक्षिणी और पूर्वी सीमा और प्लाट सं. 3053 की दक्षिणी सीमा 3033, 3032 और 3031 प्लाट की दक्षिणी सीमा, प्लाट सं. 3743 की दक्षिणी और पूर्वी सीमा प्लाट सं. 3745 की पूर्वी सीमा प्लाट सं. 2520 की भागतः विक्षणी सीमा प्लाट सं. 3749 की पश्चिमी और दक्षिणी सीमा और प्लाट सं. 3776 की विक्षणी सीमा के साथ जाती है तब यह प्लाट सं. 3769, 3770, 3773 और 3776 की दक्षिणी सीमा के साथ जाती है और बिंदु "छ" पर मिलती है।

रे**बा**, ग्राम जारदा भौर तेलीसिंघा की भागतः सम्मिलित सीमा के साथ जाती है तब प्लाट सं 1493, 1492, 1491, 2600 श्रौर 1490 की दक्षिणी सीमा के साथ प्लाट संख्या 2538, 2563, 1487, 1478, 1479 और 1480 की पश्चिमी और दक्षिणी सीमा के साथ ग्राम तेली सिंधा से होकर जाती है ग्रीर तब प्लाट सं. 1565 श्रीर 1530 से होते हुए जाती है। तबा रेखा प्लाट सं. 1536, 1537 श्रीर 1538 की दक्षिणी सीमा प्लाट सं. 1562 की भागतः पश्चिमी, दक्षिणी भीर पूर्वी भाग सीमा के साथ जाती है और तब रेखा प्लाट सं. 1566 मे होते हुए जाती है और प्लाट सं. 1569 ग्रौर 1577 की दक्षिणी सीमा के साथ चलती है। तब रेखा प्लाट सं. 1581 की दक्षिणी भीर पूर्वी सीमा, प्लाट सं. 1580 की पूर्वी सीमा, प्लाट सं. 1583, 2271 ग्रीर 2270 की दक्षिणी सीमा, प्लाट सं. 2269 ग्रीर 2267 की दक्षिणी भीर भागतः पूर्वी सीमा भ्रौर प्लाट सं. 2258 की दक्षिणी सीमा के साथ भ्रागे बढ़ती है। तब यह प्लाट सं. 2258 की दक्षिणी सीमा के साथ ग्रागे बढ़ती है। तब यह प्लाट मं. 2257 से होकर जाती है श्रीर बिंदू "ज" पर मिलती है। तब यह प्लाट सं. 2255 की पूर्वी सीमा के साथ जाती है, प्लाट सं. 2236 श्रीर प्लाट सं. 2217 2216, 2214, 2213, 2212, 2211 की पूर्वी सीमा प्लाट सं. 2631 की पूर्वी भौर उत्तरी सीमा प्लाट सं. 2209 की भागतः उत्तरी सीमा प्लाट सं. 1877 की पूर्वी बीमा प्लाट सं. 1912 की भागतः दक्षिणी पूर्वी श्रौर भागतः उत्तरी सीमा प्लाट सं. 1913, 1994, 1995, 1996, 2019, ग्रीर 2010 की पूर्वी सीमा प्लाट सं. 942 की भागतः दक्षिणी सीमा प्लाटसं. 879 की दक्षिणी ग्रीरपूर्वी सीमा प्लाटसं. 878, 877 ग्रौर 873 की पूर्वी सीमा से होकर जाती है। फिर प्लाट सं. 873 ग्रौर 872 की दक्षिणी सीमा प्लाट सं. 843 भीर 842 की भागतः पश्चिमी भीर विक्षणी सीमा, प्लाट सं. 2497 की भागतः पूर्वी सीमा, प्लाट सं. 812, 811, 2653 की दक्षिणी सीमा, प्लाट सं. 610 भीर 808 की दक्षिणी भीर पूर्वी सीमा से होकर जाती है भौर बिंदू "झ" पर मिलती है।

झ---डा---ट---ठ---इः

रेखा तेलीसिंहा और श्रम्बापाल, तेलीसिंहा श्रौर बिजगोल ग्रामों की भागतः सम्मिलित सीमा के साथ जाती है श्रौर बिंदु "ज्ञ" पर मिलती है जो कि बिजीगोल, लोधीबांधा श्रौर तेलीसिंहा ग्रामों का तिराहा बिंदु है। फिर यह प्लाट सं. 806 की भागतः उत्तरी सीमा के साथ जाती है श्रौर बिंदु "ट" पर मिलती है। फिर यह प्लाट सं. 722 की पूर्वी सीमा, प्लाट सं. 770 की पूर्वी श्रौर भागतः उत्तरी सीमा, प्लाट सं. 727 की पूर्वी सीमा श्रौर तेलीसिंहा ग्राम के प्लाट सं. 726 की भागतः दक्षिणी, पूर्वी श्रौर उत्तरी सीमा के साथ जाती है श्रौर बिंदु "ठ" पर मिलती है जो कि तेलीसिंहा श्रौर पाथरमुं श्रामों का दोराहा बिंदू है। फिर रेखा तेलीसिंहा श्रौर पाथरमुं श्रीर पाथरमुं श्री सीमा के साथ जाती है श्रौर बिंदु "ड" पर मिलती है।

ड---ड---ध--- ड---ध---द :

रेखा प्लाट सं. 323, 325, 318, 137, 2648 भीर 2649 की पश्चिमी सीमा के साथ जाती है। फिर प्लाट सं. 3091 की उत्तरी सीमा के साथ-साथ श्रौर फिर प्लाट सं. 291 की भागतः पूर्वी उत्तरी श्रौर पश्चिमी सीमा भौर फिर प्लाट सं. 2641 की भागतः पूर्वी सीमा के साथ जाती है श्रौर बिंदु "ढ" पर मिलती है। तब रेखा प्लाट सं. 279 की पूर्वी श्रौर उत्तरी सीमा के साथ श्रौर फिर प्लाट सं. 45 श्रौर 2548 भागतः पूर्वी सीमा, श्रौर प्लाट सं. 320 की भागतः पूर्वी श्रौर उत्तरी सीमा के साथ जाती है। फिर प्लाट सं. 2556 श्रौर 321 की पूर्वी श्रौर उत्तरी सीमा के साथ जाती है। फिर प्लाट सं. 2556 श्रौर 321 की पूर्वी श्रौर उत्तरी सीमा के साथ जाती है। फिर प्लाट सं. याधरमुंडा ग्रामों की सम्मिलत सीमा के "ण" बिंदु पर मिलती है। फिर रेखा तेलीसिंहा श्रौर पाधरमुंडा ग्रामों की भागतः सम्मिलत सीमा के साथ "त" बिंदु तक जाती है। फिर यह प्लाट सं. 3291 श्रौर 3294 की पूर्वी उत्तरी श्रौर उत्तरी पश्चिमी के साथ पाधरमुंडा ग्राम से होकर जाती है श्रौर बिंदु "व" तक जाती है। पर मिलती है। रेखा इन ग्रामों की सम्मिलत सीमा के साथ बिंदु "व" तक जाती है।

द--ध--न--पः

रेखा प्लाट सं. 116, 118, 119 ग्रौर 106 की पूर्वी सीमा ग्रौर प्लाट सं. की भागतः दक्षिणी, पूर्वी घौर उत्तरी सीमा, प्लाट सं. 94 की पूर्वी सीमा, प्लाट सीमा 93 की पूर्वी श्रीरभागतः उत्तरी सीमा श्रीर प्लाट सं. 92, 91, 89, 3332, 3325, 88, 3324, 70, 68, 3213, 65 ग्रीर 61 की उत्तरी सीमा, प्लाट सं. 136 और 3222 की भागतः पूर्वी सीमा प्लाट सं. 136 की भागतः पूर्वी सीमा, दक्षिणी और भागतः पूर्वी 137 की सीमा, 3196 की दक्षिणी सीमा प्लाट सं. 3191 की भागतः र्पश्चिमी दक्षिणी सीमा. प्लाट सं. 3282 की दक्षिणी सीमा, प्लाट सं. 3275 की पश्चिमी सीमा और प्लाट सं. 3286 श्रीर 3263 की पश्चिमी श्रीर दक्षिणी सीमा के साथ-साथ जाती है। फिर रेखा प्लाट सं. 289, 291, 292, 295, 296, 297, 298 मौर 299 की पश्चिमी सीमा के साथ प्लाट सं. 301 की पश्चिमी ग्रीर दक्षिणी पूर्वी सीमा के साथ-साथ आगे बढ़ती है और बिंदु "ध" पर मिलती है। यह प्लाट सं. 301 और 300 की पूर्वी सीमा, फिर प्लाट सं. 3257 की दक्षिणी पूर्वी ग्रौर उत्तरी सीमा प्लाट सं. 288, 287, 286 और 284 की पूर्वी सीमा प्लाट सं. 272, 271, 270, 3188 और 321 की दक्षिणी सीमा, प्लाट सं. 322, 323, 324 और 325 की पश्चिमी सीमा प्लाट सं. 326 की भागतः उत्तरी सीमा प्लाट सं. 327 की उत्तरी सीमा, प्लाट सं. 3293 की उत्तरी पश्चिमी श्रीर दक्षिणी सीमा प्लाट सं. 3239 की दक्षिणी सीमा, प्लाट सं. 334की दक्षिणी भीर पूर्वी सीमा,प्लाट सं. 336 भीर 337 की पूर्वी सीमा, प्लाट सं. 340 की दक्षिणी श्रीर पूर्वी सीमा, प्लाट सं. 341 की दक्षिणी सीमा प्लाट सं. 3271 की पश्चिमी, दक्षिणी भ्रौर पूर्वी सीमा श्रौर प्लाट सं. 355 की भागत:, विक्षणी ग्रौर पूर्वी सीया के साथ जाती है ग्रौर बिंदु "न" पर मिलती है। फिर यह प्लाट सं. 684 को पार करती है श्रीर प्लाटसं. 604 की भागतः पूर्वी सीमा के माथ-साथ जाती है और बिंदू "प" पर मिलती है।

प---फ--**-ब---**कः :

रेखा प्लाट सं. 441 की भागतः उत्तरी सीमा, फिर प्लाट सं. 587 की पूर्वी उत्तरी भौर भागतः पश्चिमी सीमा, प्लाट सं. 385, 383, 3259, 3234 श्रौर 3231की उत्तरी सीमा प्लाट सं. 452 की उत्तरी श्रौर पश्चिमी सीमा, प्लाट सं. 183 की भागतः उत्तरी सीमा, प्लाट सं. 181 की भगतः पूर्वी सीमा, प्लाट सं. 3190 की दक्षिणी, पूर्वी श्रौर उत्तरी सीमा, प्लाट सं. 178, 177 श्रौर 176 की उत्तरी जीमा, प्लाट सं. 175 श्रौर 142 की उत्तरी श्रौर भागतः पश्चिमी सीमा, प्लाट सं. 3196 पर उत्तरी श्रौर पूर्वी सीमा के साथ साथ जाती है श्रौर पाथरमुंडा श्रौर कानिहा सामों की सम्मिलित ग्राम सीमा के बिंदु "फ" पर मिलती है। फिर रेखा प्लाट सं. 1641 की उत्तरी सीमा के माथ साथ जाती है, फिर प्लाट सं. 1148 को पार करता है श्रौर प्लाट सं. 1146, की उत्तरी श्रौर मागतः पश्चिमी सीमा, प्लाट सं. 1009 श्रौर 1008 की उत्तरी सीमा, प्लाट सं. 1020 श्रौर 1021 की उत्तरी श्रीर भागतः पश्चिमी सीमा, प्लाट सं. 981 की उत्तरी श्रौर पश्चिमी सीमा, ग्राम कानिहा के प्लाट सं. 1777 की पूर्वी, उन्तरी श्रौर भागतः पश्चिमी सीमा, ग्राम कानिहा के प्लाट सं. 1777 की पूर्वी, उन्तरी श्रौर भागतः पश्चिमी सीमा, ग्राम कानिहा के प्लाट सं. 1777 की पूर्वी, उन्तरी श्रौर भागतः पश्चिमी सीमा, ग्राम कानिहा के प्लाट सं. 1777 की पूर्वी, उन्तरी श्रौर भागतः पश्चिमी

सीम' के साथ जाती है झौर कानिहा धौर कासमुंडा ग्रामों की सम्मिलत सीमा पर विदु "य" पर शिलती है। फिर कानिहा घौर कासमुंडा ग्रामों की भागतः सम्मिलित ग्राम सीमा के साथ-साथ जाती है गौर ग्रारंभिक बिंदु "क" पर मिलती है।

> [फा. सं. 43015/5/98-पी. भार. भाई. डब्ल्यू.] प्रेमा तन्द दास, निदेशक

MINISTRY OF COAL

New Delhi, the 28th August, 1998

S.O. 1841.—Whereas by the notification of the Government of India in the Ministry of Coal S.O. No. 1725 dated the 4th July, 1997, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, in Part-II, Section 3, Sub-Section (ii) dated the 12th July, 1997, the Central Government gave notice of its intention to acquired lands and rights in the locality specified in the Schedule appended to that notification.

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government.

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Orissa is satisfied that the land measuring 1498.185 acres (approximately) or 606.307 hectares (approximately) described in the Schedule; appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the land measuring 1498.185 acres (approximately) or 606.307 hectares (approximately) described are hereby acquired in All Rights.

The plans bearing No. MCL/SAMB/CGM(T.C)/98/11 dated 24th January, 1998 of the area covered by this notification may be inspected in the office of the Collector, Angul (Orissa) or in the office of the Coal Controller, 1, Council House Street, Calcutta, or in the office of the Mananadi Coalfields Limited (Technical Coordination Department), Anand Vihar, Burla, Sambalpur-768018 (Orissa).

SCHEDULE

KANIHA BLOCK

TALCHER COALFIELD

DISTRICT ANGUL (ORISSA)

ALL RIGHTS

(Plan No.MCL/SAMB/CGM(T.C)/98/11 dated the 24th January, 1998)

S. No.	Village	Police Station and No.	Tehsil/ Sub Div.	District		Area in acres	Remarks
].	Kaniha	Kaniha 60	Talcher	Angul		46.300	Part
2.	Kansmunda	Kaniha 63	Talcher	Angul		196.890	Part
3.	Jaipur	Kaniha 64	Talcher	Angul		7.590	Part
4.	Adaitprasad	Kaniha 65	Talcher	Angul		59.210	Part
5.	Jamania	Kaniha 66	Talcher	Angul		13.280	Part
6.	Jarada	Kaniha 89	Talcher	Angul		535.970	Part
7.	Telisingha	Kaniha 90	Talcher	Angul		469.165	Part
8.	Patharmunda	Kaniha 91	Talcher	Angul		169.780	Part
					Total	1498.185	Acres
					(ap	proximately)	
						or	
					(-	606.307	hectars
, -					(ap	proximately)	

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1. Plot numbers acquired in village Kaniha (Patt): -065, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 975, 977, 978, 979, 980, 981, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1026, 92, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1937, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 18, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 98, 1066, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1030, 1031, 1032, 1033, 98, 1084, 1032, 1033, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 88, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1103, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1133, 1135, 1135, 1135, 1137, 1133, 1130, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1148(2), 1641, 1100/1648, 1100/1652, 1144/1658, 1031/1670, 1031/1671, 1031/1672, 1031/1673, 1041/1678, 1093/1682, 1138/1693, 1009/1703, 1122/1744, 1106/1747 and 964/1777.
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2. Plot numbers acquired in village Kansmunda (Part):—1509(P), 1514, 1515, 1516, 1517, 1513, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1533, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548(P), 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1573, 1579 1580 1581 1582 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594 1595 1595 1597, 1598 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1605, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1515, 1617 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1625, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1635 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1665, 1667, 1663, 1669, 167), 1671, 1672, 1673, 1674 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1685, 1687, 1633, 1633, 1630, 1600, 1600, 1600, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1703, 1703, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1022, 1723, 1726, 1737, 1738, 1739, 174), 1741, 1742, 1743, 1744 1745, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1760, 1761, 1762, 3952, 3953, 4004, 4005, 4005, 4007, 4008, 4009 4010, 4011, 4012, 4013, 4017, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4025, 4027, 4023, 4020, 4013, 4014, 4018, 4018, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4025, 4027, 4023, 4021, 4018, 4018, 4018, 4018, 4018, 4018, 4018, 4021, 4022, 4023, 4024, 4025, 4025, 4027, 4023, 4021, 4018, 4021, 4022, 4023, 4024, 4025, 4025, 4025, 4027, 4023, 4018, 4 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4045, 4046, 4047, 4048, 4040, 4050, 4051, 4052, 4053, 4054, 4055, 4055 4057, 4058, +4059, 4060, 4061, 4062, 4063, 4064, 4065, 4066, 4067, 4068, 4069, 4070, 4071, 4072, 4073, 4074, 4075, 4076, 4077, 4078, 4079, 4080, 4081, 4082, 4083, 4031, 4085, 4085, 4037, 4038, 4037, 4039, 4090, 4091, 4092, 4093, 4094, 4095, 4096, 4097, 4098, 4099, 4100, 4101, 4102, 4103, 4104, 4105, 4106, 4107, 4103, 4109, 4110, 4111, 4112, 4113, 4114, 4115, 4116, 4117, 4118, 4119, 4120, 4121, 4122, 4123, 4124, 4125, 4126, 4127, 4128, 4129, 4130, 4131, 4132, 4133, 4134, 4135-4136, 4137, 4138, 4139, 4140, 4141, 4142, 4143, 4144, 4145, 4145, 4147, 4143, 4143, 4150, 4151, 4152, 4153, 4154, 4155, 4156, 4157, 4158, 4159, 4160, 4161, 4162, 4163, 4164, 4165, 4165, 4167, 4163 4169 4170 4171 4172 4173 4174 4175 4176 4177 4178 4179 4130 4181 4182 4133 4184 4185 4135 4137 4188 4189 4190 4191 4192 4193 4194 4195 4196 4197 4198 4199 4200 4201 4202 4203 4201 4205 4205 4207 4208 4209 4210 4211 4212 4213 4214 4215 4216 4217 4218 4219 4220 4221 4222 4223 4224 4226 4227 4228 4229 4230 4231 4232 4233 4234 4235 4236 4237 4238 4239, 4240 4241 4242 4243 4244, 4245, 4246, 4247, 4248, 4249, 4250, 4251, 4252, 4253, 4254, 4255, 4256, 4257, 4258, 4259, 425), 4251, 4252, 4253, 4264, 4265, 4266, 4267, 4258, 4369, 4270, 4271, 4272, 4273, 4274, 4275, 4276, 4277, 4273, 4274, 4231, 4282 4283, 4284, 4285, 4286, 4287, 4288, 4289, 4290, 4291, 4292, 4293, 4294, 4295, 4295, 4297, 4293, 4291, 430), 1301, 4302, 4303, 4304, 4305, 4306, 4307, 4308, 4309, 4310, 4311, 4312, 4313, 4314, 4315, 4316, 4317, 4318, 4319, 4320, 4321, 4322, 4323, 4324, 4325, 4326, 4327, 4328, 4329, 4330, 4331, 4332, 4333, 4334, 4335, 4336, 4337, 4338, 4339, 4340, 4341, 4342, 4343, 4344, 4345, 4346, 1532/4351, 1593/4359, 4205/4366, 1755/4368, 1563/4373, 1562/4374, 4076/ 4381, 4270/4389, 1546/4398, 1688/4400, 4021/4405, 4247/4406, 1735/4412, 1702/4414, 1695/4431, 1695/4432, 1532/ 4443, 1626/4452, 1627/4453, 4107/4458, 1603/4484, 1679/4485, 1679/1486, 4037/4497, 4057/4516, 4340/4527, 4312/ 4528, 4346/4529, 4292/4562, 1678/4564, 4288/4367, 1654/4575, 1722/4377, 4249/4583, 1522/4604, 4340/4611, 4337/ 4528, 4346/4529, 4292/4562, 1078/4504, 4260/4531, 1054/4575, 4059/4655, 4069/4671, 4069/4672, 4067/4678, 4087 4613, 4056/4615, 1613/4621, 1603/4631, 1679/4663, 1679/4664, 4069/4655, 4069/4671, 4069/4672, 4067/4678, 4087 4613, 4056/4615, 1613/4621, 1762/4693, 1762/4693, 1762/4695, 1762/4696, 1762/4697, 1774/4708, 1762/4693 4681, 1762/4689, 1762/4699, 1762/4692, 1762/4693, 1752/4694, 1762/4695, 1762/4696, 1762/4697, 1774/4708 4709, 1631/4710, 4130/1771, 4276/4773, 4276/4774, 4276/4775, 4341/4791, 1683/4796; 1683/4797, 104-304, 304-304, 4827 and 1724/4839. 481, 482, 483, 484, 485, 486, 487, 488, 489, 496, 491, 492, 493, 494, 495, 496, 497, ...

3. Piothumbers had his of his off willing the his off participation of the

236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 287, 288, 289, 290 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386. 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 226, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, **459**, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579/580, 526/585, 489/586, 247/591, 574/593, 464/595, 399/602, 237/603, 556/604, 560/606, 351/614, 349/615, 448/616, 565/621, 522/622, 298/623, 301/624, 303/625, 215/626, 498/627, 211/635, 377/636, 405/637, 374/638, 411/639, 228/647, 401/650, 401/656, 320/657, 320/658, 249/659, 249/660, 342/661, 319/662, 177/667, 366/670, 366/671, 366/672, 406/67 406/674, 349/675, 399/676 and 306/677.

5. Plot numbers acquired in village Jamania (Part) :-

1, 25, 26, 27, 28, 29, 39, 40, 41, 42, 43, 48, 49, 50, 51, 57, 59, 214, 215, 216, 217, 218, 219, 220, 221, 222, 22-224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 284, 285, 272/485, 230/492, 236/498, 217/505, 231/506, 261/514, 50/518, 50/519, 229/529, 247/534, 253/535, 252/557, 269/574, 269/575, 269/576, 269/577, 269/578, 269/579, 52/591, 267/597, 267/598, 235/60 230/610, 230/611, 234/612, 234/613, 239/614 and 239/615.

6. Plot numbers acquired in village Jarada (Part) :-

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 638, 639, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 676, 677,

687, 688, 689, 690, 691, 692, 693, 694, 695, 678, 679, 680, 681, 682, 683, 684, 685, 686, 696, 697, 698 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745,746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 659, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884. 885, 886. 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906. 907. 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927 929, 930, 931, 932, 933, 934, 945, 936, 937, 938, 939, 940, 941, 947, 943, 944, 945, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075 1059. 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092 1076. 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1110. 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175. 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194 1184, 1185, 1186, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207 1208, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241. 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252 1253, 1254, 1256, 1255, 1257, 1258. 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274. 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290. 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1306, 1305, 1318, 1319, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1320, 1321, 1322. 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355. 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1389, 1390, 1391, 1382, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405. 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1406. 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1423, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453. 1454. 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471. 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1482, 1481, 1483, 1484, 1485, 1486. 1487. 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553. 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 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7. Plot numbers acquired in village Telisingha (Part):—

1. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45' 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 1120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144

1567, 1568, 1569, 1577, 1578, 1579, 1580, 1581, 1583, 1584, 1585, 1586, 1587, 1588, 1589 1590, 1591, 1592, 1593, 1594 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730. 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750. 1951, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1770, 1789, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1809, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810. 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866. 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878' 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1004, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2255, 2256, 2257;(P), 2258, 2267, 2268, 2269, 2270, 2271, 1639/2491, 659/2492, 2311/2404, 1745/2495, 842/247, 190/2498, 195/2499, 195/2500, 1315/2501, 1336/2502, 1807/2515, 1414/2516, 1495/2517, 966/2520 1326/2521, 1568/2523, 755/2524, 435/2525, 14/2526, 1963/2534, 961/2525, 1484/2536, 1487/2538, 1548/2539, 1551/2540, 1339/2541, 1230/2542, 1230/2543, 1230/2544, 45/2548, 45/2549, 45/2550, 45/2551, 45/2552, 746/2553, 45/2554, 45/2555, 319/2556, 45/2557, 45/2558, 119/2559, 45/2560, 268/2561,1487/2563, 163/2564, 45/2566, 282/2557, 169/2569, 721/2570, 990/2571, 1325/2572, 746/2573, 993/2574, 1643/2575, 758/2577, 1027/2581,1025/2582, 1025/2583 1025/2584, 1847/2585, 1847/2586, 982/2587, 982/2588, 1232/2590, 490/2600, 1423/2601, 273/2602, 395/2604, 395/2605, 395/2606, 45/2607, 45/2608, 45/2609, 126/2610, 126/2611, 126/2612, 1448/2613, 1251/2614, 1338/2615, 1338/2616 1338/2617, 134/2618, 143/2619, 1343/2620, 1343/2621, 1343/2622, 1343/2623, 1343/2624, 1343/2625, 1343/2626 1873/2627, 2210/2628, 2210/2629, 2210/2630, 2210/2631, 1826/2634, 1826/2635, 1826/2636, 796/2637, 574/2639, 574/2640, 291/2641, 1591/2642, 1591/2643, 1591/2644, 746/2645, 746/2646, 746/2647, 317/2648, 317/2649, 417/2650, 417/2651, 733/2652, 81/2653 and 761/2654.

8. Plot numbers acquired in village Pathar munda (Part) :-

1 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 130, 131, 132, 133, 134, 135, 136, 137, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 303,304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401,402 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424,425,426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448,449, 450, 451, 452, 580, 581, 582, 583, 585, 587, 604(P), 7/3168, 312/3188, 59/3189, 453, 3190, 142/3191, 129/3196, 148/3200, 147/3201, 66/3213, 84/3214 131/3220, 13?/3221, 123222, 103226, 50/3230, 580/3231 582/3233, 583/3234, 332/3239 13/3246, 302/3257, 583/3259, 129/3263, 302/3271, 414/3274, 129/3275, 193/3279, 190/3280, 145/3282, 376/3283 1 29/3286, 120/3291, 1/3292, 302/3293, 120/3294, 144/3297, 319/3305, 36/3311, 36/3312, 193/3313, 193/3314, 85/3315, 85/3316 79/3322, 79/3323, 88/3324, 88/3325, 45/3330, 45/3331 and 89/3332.

Ecundary Description

V -B

Line starts from point "A" the partly Common village boundary of village Kaniha & Kansmundg. Then it passes through plot no. 1509 and proceeds along the western bbundary of the plot numbers 1515 and 1514 then passes along the partly northern boundary of plot no. 1548 then passes through plot no. 1548 and moves along the partly western and southern boundary of plot no. 1548. Then it proceeds along western boundary of plot numbers 1552 and 1551, partly northern and partly western boundaries of plot no. 1560, and then northern and boundaries of plot numbers 4697 and 4695 western boundary of plot no. 4694. Then it moves along the western boundary of plot numbers 4689, 4690 and 1762, northern boundary of plot no. 4709, northern and western boundary of plot no. 4708, partly northern boundary of plot no. 1759 and passes through plot no. 1759. Then it passes along the northern and partly western boundary of plot nos. 1682 and 1757, northern and western boundary of plot no. 1751, partly western boundary western 1752, northern and boundary plot of no. 1745. northern boundary of plot no. 1741 nor thern and partly, western 1740, corthern and western boundary of boundary of plot no. plot --partly western boundary of plot no. 1706, northern boundary of plot no. 4412, western boundary of plot no. 1707, partly northern boundary of plot no. 1713, northern and western boundary of plot no. 1726, part northern and westtern boundary of plot no. 1721, western boundary of plot no. 4577, northern and western boundary of plot no. 4839, partly northern boundary of plot no. 1974 and crosses the plot no. 1974. Then it proceeds along the northern and partly western boundary of plot no. 4060, partly northern boundary of plot no. 3962, eastern northern and western boundary of plot no. 3963, partly western boundary of plot no. 3962, eastern, northern and western boundary of plot no. 3963, partly western boundary of plot no. 3962, western boundary of plot no. 4615 and western boundary of plot nos. 4615 and 4055, northern boundary of plot nos. 4047 and 4046, northern western and partly southern boundary of plot no. 4015 and partly western boundary of plot no. 4050. Then line moves along the northern and western boundary of plot no. 4038, partly western boundary of plot no. 4036, northern and western boundary of plot nos. 4026 and 4024, then along the western boundary of plot nos, 4017, 4013, 4011, 4010, 4005 and 4004 and meets at point 'B'.

 $B \rightarrow B1 - C - C1 - D$

Line passes over the partly common village boundary of village Jaipur and Kansmunda and meets at point "B1". Then it passes along the western boundary of plot nos. 415, 417, 270, 419, 422 and 267 of village Jaipur and meets at point 'C'. Then passes over the partly Common village boundary of village Jaipur and Adaitprasad up to point 'C-1'. Then it passes along the western boundry of plot numbers 287, 288, 289, 290, 291, 255, 254, 179, 178, 177, 667, 166 and 165 of village Adaitprasad and meets at point 'D'.

D-D1-E

Line passes over the common village boundary of Adaitprasad and Malapasi, Adaitprasad and Jamania and meets at point 'D1'. Then it passes along the western and southern boundary of plot no. 25, southern boundary of plot no. 26, partly western and southern boundary of plot number 27, partly western, southern and partly eastern boundry of plot no. 29, sountern and partly eastern boundary of plot no. 39 and southern boundary of plot no. 40 and 41, Then line passes along the partly western and southern boundary of plot no. 4?, southern boundary of plot no. 43 and 48, southern and partly eastern boundary of plot no. 49, southern boundary of plot nos. 50, 519 and 518, partly western and southern boundary of plot no. 51, western and southern boundary of plot nos. 591 and 57, southern and eastern boundray of plot no. 59, partly southern boundary of plot no. 359 and then crosses the plot no. 359. Then it passes southern boundary of plot nos. 237, 615, 239 and 614, partly western and southern boundary of plot no. 276, southern boundary of plot numbers 284, 285, 268, 598 and 597, partly western and boundary of plot no. 267 and southern boundary of plot nos. 266 and 265 and meets at point 'E'.

Line passes over part common village boundary of village Jamania and Jarada. Their passes through village Jarada along the southern boundary of thor numbers 1372,0376 1577, 1587, 1599, 1598, 1605, 1606, 1619, 1620, 1623 and 1624, partly western and southern, boundary of plot number 1626, courhern boundary of plot no. 1630 partly western and southern, boundary of plat number, 1510, southern boundary, of plating, 1509, partly

E-F

western boundary of plot no. 1710 and southern boundary of plot no. 1711. Then it crosses plot no. 1709 and moves along the western boundary of plot nos. 3271, 3272, 3282, 3283, 3302 and 3304, western and southern boundary of plot number 3861, partly southern boundary of plot no. 3303, western and southern boundary of plot no. 3308, southern boundary of plot nos. 3294, 3293 and 3292 and meets at point 'F'.

F---G

Line passes along the southern boundary of plot nos. 3242, 3241, 3234, 3233, 3232, 3228, 3216, 3184, 3183, 3181, 3180, 3179, 3177, 3176, 3173, 3172, 3166, 3165, 3162, 3161, 3157, 3156, 3150, 3142 and 3141 and crosses plot no. 3088. Then it moves along the southern boundary of plot nos. 3087, 3074, 3067, 3066 and 3063, southern and eastern boundary of plot no. 3062, southern boundary of plot nos. 3033, southern and partly eastern boundary of plot no. 3743, eastern boundary of plot no. 3745, partly southern and eastern boundary of plot no 2520, western and southern boundary of plot no. 3749, southern and partly eastern boundary of plot no. 3750. Then it passes along the southern boundary of plot nos. 3769, 3770, 3773, and 3776 and meets at a point 'G'.

G-H-1

partly common boundary Line passes along the of village jarada and Then passess through village Telisingha Telesingha. along the boundary of plot nos. 1493, 1492, 1491, 2600 and 1490, western and southern boundary of plot nos. 2538, 2563, 1487, 1478, 1479 and 1480 and then passes through plot nos, 1565 and 1530. Then line passes along the southern boundary of plot nos, 1536, 1537 and 1538, partly western, southtern and partly eastern boundary or plot no. 1562 and then passes through plot no. 1566 and moves along the southern boundary of plot nos. 1569 and 1577. Then line proceeds along the southern and eastern boundary of plot no. 1581, eastern boundary of plot no. 1580, southern boundary of plot nos. 1583, 2271 and 2270, southern and partly eastern boundary of plot nos. 2269 and 2267 and southern boundary of plot no. 2258. Then it passes through plot no. 2257 and meets at point 'H'. Then it passes along eastern boundary of plot no. 2255, passes through plot no. 2236, eastern boundary of plot nos. 2217, 2216, 2214, 2213, 2212, and 2211, eastern and northern boundary of plot no. 2631, partly northern boundary of plot no. 2209, castern boundary of plot no. 1877, partly southern eastern and partly nothern boundary of plot no. 1912, eastern boundary of plot nos. 1913, 1994, 1995, 1996, 2017 and 2010, partly southern boundary of plot no. 942, southern and eastern boundary of plot no. 879, eastern boundary of plot nos. 878, 877 and 873. Then southern boundary of plot nos. 873 and 872, partly western and southern boundary of plot nos. 843 and 842, partly eastern boundary of plot no. 2497, southern boundary of plot nos. 812, 811, 2653. Southern and eastern boundary of plot nos. 810 and 808 and meets at point 'I'.

I-J-K-L-M

Line passes along the part common boundary of village Telisingha and Ambapal, Telisingha and Bijgol and meets at point 'J' which is the trijunction point of village Bijigol,—Lodhabandha and Telisingha. Then it passes along the partly northern boundary of plot no. 806 and meets at point 'K'. Then it passes along the eastern boundary of plot no. 722, eastern and partly northern boundary of plot no. 770, eastern boundary of plot no. 727 and partly southern, eastern and northern boundary of plot no. 726 of village Telisingha and meets at point 'L' which is the bijunciton point of villages Telisingha and Patharmunda. Then line passes along the partly common village boundary of village Telisingha and Patharmunda and meets at point 'M'.

M-N-O-P-Q-R

Line passes along the western boundary of plot nos. 323, 325, 318, 137, 2648 and 2649. Then along the northern boundary of plot no. 3091 and then along partly eastern, northern and western boundary of plot no. 291 and then partly eastern boundary of plot no. 2641 and meets at point 'N'. Line passes along the northern boundary of plot nos. 290, 289 and 280 then along the eastern and northern boundary of plot nos. 279 and then along the part eastern boundary of plot nos. 45 and 2548 and part eastern and northern boundary of plot nos. 320. Then along the wastern and northern boundary of plot nos. 2556

and 321 and meets at point 'O' in the common boundary of villages Telisingha and Patharamunda. Then line passes along the partly common village boundary of villages Telisingha and Patharamunda upto point 'P'. Then it passes through village Patharmunda a long the eastern, northern and northern western boundary of plot no. 3291 and 3294 and meets at point 'Q'. The line passes along common boundary of these villages upto point 'R'.

RI-S-T-U

Line passes along the eastern boundary of plot nos. 116, 118, 119 and 106 and partly southern, eastern and northern boundary of plot no. 105, eastern boundary of plot no. 94, eastern and partly northern boundary of plot no. 93 and northern boundary of plot nos, 92, 91, 89, 3332, 3325, 88, 3324, 70, 68, 3213, 65 and 61, partly eastern boundary of plot nos. 136 and 3222' partly castern boundary of plot no. 136, southern and partly eastarn boundary of plot no. 137, southern boundary of plot no. 3196, partly western southern boundary of plot no. 3191, southern boundary of plot no. 3282, western boundary of plot no. 3275 and western and southern boundary of plot nos. 3286 and 3263. line proceeds along the western boudnary of plot nos. 289, 291, 292, 295, 296, 297, and 299, western and southern eastern boundary of plot no. 301 and meets at point 'S' Then it passes along the eastern boundary of plot no. 301 and 300. Then southern eastern and northern boundary of plot no. 3257, eastern boundary of plot nos. 288, 287, 286 and 284, southern boundary of plot nos. 272, 271, 270, 3188 and 321, western boundary of plot nos. 322, 323, 324 and 325 partly northern boundary of plot no. 326, northern boundary of plot no. 327, northern, western and southern boundary of plot no. 3293, southern boundary of plot no. 3239, southern and eastern boundary of plot no. 334, eastern boundary of plot nos. 336 and 337, southern and eastern boundary of plot no. 340, southern boundary of plot no. 341, western, southern and eastern boundary of plot no. 3271 and partly southern and eastern boundary of plot no. 355 and meets at point 'T'. Then it crosses plot no. 604 and moves along the part eastern boundary of plot no. 604 and meets at point 'U'.

U-V-W-A

Line passes along partly northern boundary of plot no. 441, then eastern, northern and partly western boundary of plot no. 587, northern boundary of plot nos. 585, 583 3259, 3234 and 3231, northern and western boundary of plot no. 452, partly northern boundary of plot no. 183, partly eastern boundary of plot no. 181, southern, eastern and northern boundary of plot no. 3190, northern boundary of plot res. 178, 177 and 176, northern and partly western boundry of plot nos. 175 and 142, northern and castern boundary of plot no. 3196 and meets at point 'V', on the common village boundary of village Patharamunda and Kaniha. Then line passes along the northern boundary of plot no.1641 then corosses plot no. 1148 and moves along the northern and partly western boundary of plot no. 1146, northern boundary of plot nos. 1009 and 1008, northern and partly western boundary of plot nos. 1020 and 1021, northern boundary of plot nos. 1026, 1027, 979 and 980, northern and western boundary of plot no.981, partly northern boundary of plot no. 966, eastern, porthern and partly western boundary of plot no. 1777 of village Kaniha and meets at point 'W' on the common village boundary of Kaniha and Kansmunda. Then it passes along the partly common village boundary of village Kaniha and Kansmunda and meets at the starting point 'A.

[F. No. 43015/5/98-PR[W] PREMANAND DAS, Director

पर्यावरण और वन मंत्रालय नई दिल्ली, 4 सितम्बर, 1998

का. मा. 1842:— केन्द्रीय सरकार/मरकारी परिसर (म्राप्राधिकृत स्रिधिमोगियों की बेदखली) श्रिधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त मिन्नियों का प्रयोग करते हुए, भारत सरकार एतद्द्वारा निम्नलिखित तालिका के कालम 1 में उल्लिखित श्रिधिकारी को, उक्त श्रिधिनियम के प्रयोजन के लिए सम्पदा श्रिधिकारी नियुक्त करती है, जो किथन तालिका के कालम 2 में समस्त्री प्रविष्टि में उल्लिखित सरकारी परिसरों के संबंध में अपनी श्रिधिकारिकता की सीमाश्रों के भीतर उक्त श्रिधिनियम द्वारा या उसके श्रिधीन उन्हें सम्पदा श्रिधकारी के रूप में प्रदत्त मिनतयों का प्रयोग करते हुए अपने निर्दिष्ट कर्तंत्र्यों का पालन करेंगे:—

	.111.1.141			
-				
	सरकारी	परिसरों	की	श्रेणियां
	तथा	प्रधिका री	की	स्था नीय

सीभाएं

अर्गास्त्र स्ट

 प्रशासनिक ग्रधिकारी,
 भारतीय वन प्रबंध संस्थान

अधिकारी का पवनाम

भारतीय वन प्रबंध संस्थान सोसाइटी, भोपाल तहसील जिला मध्य प्रदेश से संबं-धित भोपाल या संस्थान की श्रोर से पट्टे (लीज) पर ली गयी श्रथवा प्राप्त सम्पत्तियां।

[सं 12-1/98-घार टी] सर्वेश्वर झा, संयुक्त सचिव

MINISTRY OF ENVIRONMENT & FORESTS

New Delhi, the 4th September, 1998

S.O.184?.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Officer mentioned in column 1 of the table below, to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed, on Estate Officer by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of he said Table.

TABLE

Designation of the officer	Categories of public premises and local limits of jurisdiction		
Administrative Officer, Indian Institute of Forest Management	Premises belonging to or taken on lease or requsition by or on behalf of the Indian Institute of Forest Management Society, Bhopal, Bhopal Tchsil, Bhopal District, Madhya Pradesh.		
	[No. 12-1/98-RT] SARWESHWAR JHA, Jt. Secy.		

पैट्रोलियम और प्राकृतिक गैम मंत्रालय

नई दिल्ली, 5 सितम्बर, 1998

का.आ. 1843---पैट्रोलियम और खनिज पाइपणाईन (भूमि के उपयोग के अधिकार का भर्जन) अधिनियम, 1962 (1962 का 50) की धारा-3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 2088 तारीख 12-8-97 द्वारा भारत सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के अधिकार को पाईपलाईन बिछाने के लिये अजित करने का आगय घोषित किया था।

श्रतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के श्रधीन सरकार को रिपोर्ट देदी है।

तत्पश्चात् भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पण्चात् इस ग्रम्पुसूचना में संलग्न श्रमुसूची में विनिदिष्ट भूमियों के उपयोग का श्रधिकार श्रजित करने का विनिश्चय किया है।

श्रतः श्रवः उक्त श्रधिनिथम की धारा ६ की उपधारा (1) द्वारा प्रदत्तः शक्ति का प्रयोग करते हुए भारत सरकार एतद्दारा घोषित करती है कि इस श्रिशृम्चना में संलग्न श्रनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का श्रधिकार पाईपलाईन बिछाने के प्रयोजन के लिये एतद्हारा श्राजित किया जाता है।

इस घारा की अपधारा (4) हारा प्रदल णिक्तयों का प्रयोग करते हुए भारत सरकार निर्देण देती है कि उवत गूमियों में अबिकार भारत सरकार में निहित होने के बजाय भैस श्रथारिटी ब्रॉफ इंडिया लिमिटेड में सभी याधाओं से मुक्त रूप में घोषणा के प्रकाणन की इस नारीख को निहित होगा।

अनुसूची

कान।वाडा ई.पी.एस. से जी.ई.ग्रयार. लम्बासी तक पाइपलाईन

राज्य : गुजरात	न(लुकः ः	कैंस्बे		जिलाः खेडा
गांव	सर्वे नं, ब्ल≀क नं.	ग्रार, श्रो. यू.	द्यार, श्रो. यू. का एरिया	
		हैक टेयर	भा रे	सेंटीघार
कानावाडा	395	0.0	0 4	94
	380	0 0	03	92
	398	0 0	06	24
	397	00	06	30
	396	00	05	2 8
		00	26	68

[सं. एस-14016/3/95-जी.पी.]

आई.एस.एन. प्रसाद, उप मचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 5th September, 1998

S.O. 1843.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 2088 dated 12-8-97 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land, Act 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.

And whereas the Competent Authority has under subsection (1) of Section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has after considering the said report, decided to acquire the right of

user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by subsection (1) of Section 6 of the Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquried for laying the pipeline.

And further in exercise of the power conferred by subsection (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Limited free from all encumbrances.

GAS AUTHORITY OF INDIA LTD.

BARODA

SCHEDULE

KANAWADA EPS TO GE APAR AT LIMBASI

STATE: GUJARAT TAL: CAMBAY DIST.: KHEDA

Village	Survey No./Block No.	AREA OF R.O.U.		
		Hectare	Are	Certiare
KANAWADA	395	-00	04	94
	380	00	03	92
	398	00	06	24
	397	00	06	30
	396	00	05	28
		00	26	68

[No. L-14016/3/95/G.P.] I.S.N. PRASAD, Dy. Secy.

नई दिल्ली, 7 सितम्बर, 1998

का. ग्रा. 1844 :--चूंकि केन्द्रीय सरकार को यह प्रतीत होता है कि जनहित में यह आबश्यक है कि कांडला में लोनी एल.पी. जी. पाइपल.इन गुजरात राज्य तक पेट्रोलियम ग्रौर प्राकृतिक गैस के परिवहन के लिए पाइप-लाईन गैस अथाँरिटी ग्रॉफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए।

श्रीर चूंकि यह प्रतीत होता है कि ऐसी लाइन को बिछाने के प्रयोजन केलिए एतद्<mark>षाबढ़ श्रनुसूची में वर्णित भूमि</mark> में उपयोग का ग्रिधकार श्रीजित करना श्रावण्यक है।

श्रतः, श्रव पेट्रोलियम श्रांर खनिज पाइपलाइन (भूमि में उपयोग के श्रिधिकार का श्रजंन) श्रिधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार उसमें उपयोग का श्रिधिकार श्रांजिन करने का श्रपना श्राणय एतद्द्वारा घोषित करती है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन विछाने के लिए श्राक्षेप सक्षम प्राधि-कारी गैस श्रथौरिटी ऑफ इंडिया लिमिटेड दर्पण विल्डिंग भ्रार. पी. दत्त रोड बड़ौंद्या की इस श्रधिसूचना की तारीव्य में 21 दिनों के भीतर कर सकेगा।

भ्रोर ऐसा भ्राक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

ग्रनुसूची

कांदला से लोनी तक एल . पी. जी. गैस पाइपलाइन

(बालम्बा प्रनुभाग से लखडिया)

राज्य : गुजरात

तालुका : भचाउ

जिला: कच्छ

राज्य : गुजरति	तालुकाः भचाउ		ाजला:	<i>सम</i> छ	
———————— गांव		 क्रम सं. ब्लाक नं.		र्णरया	
			हेक्टेयर	ग्रारे	 सेंटीग्रारे
—————————————————————————————————————		खाली जमीन	1	39	0 4
		102	0	10	81
		मेटल्ड रोड	0	09	14
		डिस्ट्रीब्य् टरी	0	06	65
		104/2	0	37	79
		105	0	22	18
		106	0	32	76
		190/1	0	16	69
		112	0	16	93
		113	0	18	05
		115	0	0.5	0.8
		116	0	19	07
		123	0	31	84
		122	0	34	09
		125/2	0	4 5	01
		120	0	29	97
		128	0	09	76
		129	0	34	59
		130/2	o	07	51
		130/1	0	0.1	5 2
		डिस्ट्रीक् यूटरी	O	1.4	88
		133	0	30	60

3574	THE GAZETTE OF INDIA: SEPTEMBER 19,	1998/BHADRA 28,	1920	[PART IISEC.	3(ii)]
1	The state of the s	1998/BHADRA 28,	3		4
		खाली जमीन	0	00	 4 3
		134	0	4 1	69
		135	0	13	57
		137	0	0.5	22
		136	0	78	0.5
		137	0	0.0	22
		140	0	62	83
		खाली जमीन	0	01	07
		141	0	14	68
		142	O	11	5.5
		143/1	0	01	31
		144/2	0	21	40
		143/2	0	01	77
		144/1	0	11	84
		खाली जमीन	0	5 2	65
		148/2	0	00	89
		148/1	O	5.4	73
		153	0	20	89
		152/2	0	04	27
		152/1	0	24	94
		खाली जमीन	0	35	44
		154/1	0	0.0	01
		155	0	22	6.5
		156/1	0	29	66
		खाली जमीन	1	48	96
			12	34	68

[सं. एस.-14016/4/97-जी पी] श्राई. एस. एन. प्रसाद, उप सचिव

New Delhi, the 7th September, 1998

S. O. 1844—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum and natural gas from Kandla to Loni LPG Gas Pipeline in Gujarat State Pipelines should be laid by the Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petro-leum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Previded that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. Darpan Building, R.C.Dutt Road, Alkapuri, Vadodara-5.

And every person making such an objection shall also state—specifically whether he wishes to be hear in person or by legal practitioner.

SCHEDULE

LPG Gas Pipeline from Kandla to Loni

(Balamba to Lakhadia Section)

State : Gujarat

Taluka: Bhachau

District: Kutchh

Village	Sr. No. Block No.	Arc		
		Hectare	Are	Centiare
Shikarpur	Barren Land	l	39	04
•	102	0	10	81
	Matalled Road	0	09	14
	Distributary	0	06	65
	104/2	0	37	79
	105	0	22	18
	106	0	32	76
	190/1	0	16	69
	112	0	16	93
	113	0	18	05
	115	0	05	08
	116	0	19	07
	123	0	31	84
	122	0	34	09
	125/2	0	45	01
	120	ő	29	97
	128	ő	09	76
	129	0	34	59
	130/2	0	07	51
		0	01	. 52
	130/1	0	14	
	Distributary 133		30	88
		0		60
	Barren Land	0	00	43
	134	0	41	69
	135	0	13	57
	137	0	05	22
	136	0	78	05
	137	0	00	22
	140	0	62	83
	Barren Land	0	01	07
	141	0	14	68
	142	?	11	55
	143/1	0	. 01	31
	144/2	0	21	40
	143/2	0	01	77
	144/1	0	11	84
	Barren Land	0	52	65
	148/2	0	00	89
	148/1	0	54	73
	153	0	20	89
	152/2	0	04	27
	152/1	0	24	94
	Barren Land	0	35	44
	154/1	0	00	01
	155	0	22	65
	156/1	0	29	66
	Barren Land	 	48	96
	Total	12	34	68

[No. L-14016/4/97-GP] 1.S.N. PRASAD, Dy. Secy.

नई दिल्ली, 7 मितम्बर, 1998

का. श्रा. 1845:—-चूंकि केन्द्रीय सरकार को यह प्रतीत होता है कि जनहित में यह श्रावण्यक है कि कांडला में लोनी एल.पी.जी. पाईपलाईन गुजरात राज्य तक पेट्रोलियम और प्राक्रतिक गैम के परिवहन के लिए पाइपलाईन गैम श्रथाँरिटी घॉफ इंडिया लिमिटेंड द्वारा बिछाई जानी चाहिए।

श्रीर चूंकि यह प्रतीत होता है कि ऐसी लाइन को बिछाने के प्रयोजन के लिए एतदपाबढ़ श्रनुसूची में वर्णित भूमि में उपयोग का श्रधिकार ग्राजित करना श्रावश्यक है।

श्रतः श्रव पेट्रोलियम श्रीर खनिज पाइपलाइन (भूमि में उपयोग के श्रधिकार का श्रर्जन) ग्रीधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त गक्तियों का प्रयोग करने हुए केन्द्रीय सरकार उसमें उपयोग का ग्रिधिकार श्रिजित करने का श्रपना श्राणय एतद्वारा घोषिन करती है।

बगर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिए ग्राक्षेप सक्षम प्राधि-कारी गैस ग्रमॉरिटी ग्रॉफ इंडिया लिमिटेड दर्पण बिलिडिंग, ग्रार.सी. दत्त रोड बढ़ौदा—5 को इस ग्रधिसूचना की तारीख में 21 दिनों के भीतर कर सकेगा।

श्रौर ऐसा श्राक्षेप करनेवाला हर व्यक्ति विनिर्दिष्टतः यह भीकथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

श्चनुसूची कांदला से लोनी तक एल,पी.जी. गैस पाइपलाइन (सलाया श्चनभाग से बालंबा)

राज्य : गुजरात	तासुका : लालपुर	ে জি	जिला : जामनगर ————————— एरिया		
गांच	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	υ			
	∞ल∣का प.	हे क ्टेयर	ग्रारे	सेंटीग्रारे	
जोगबाड	209	0	14	83	
	210	0	29	22	
	44	0	07	85	
	43	0	43	5 6	
	208	0	01	51	
	195	0	5 5	54	
	196	0	10	30	
	स्ट्री म	0	04	86	
	189	0	13	96	
	188	0	29	35	
	187	0	01	91	
	177	0	01	96	
, ,		2	14	85	
				_	

[सं. एल. 14016/4/97-जी. पी.] श्रार्ड, एस. एन. प्रसाद, उप सचित्र

New Delhi, the 7th September, 1998

S.O.1845.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum and natural gas from Kandla to Loni LPG Gas Pipeline in Gujarat State pipelines should be laid by the Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (I) of the Section 3 of the Petroleum and Minerals Popelines (Acquisition of Right of User in the Eand) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the piepeline under the land to the Competent Authority, Gas Authority of India Ltd. Darpan Building, R.C. Dutt Road, Alkapuri, Vadodara-5.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

LPG Gas Pipeline from Kandla to Loni

(Salaya to Balamba Section)

State: Gujarat

Taluka: Lalpur

District : Jamnagar

Village	Sr.No.	Area			
	Block No.	Hactare	Are	Centiare	
Jogwad	209	0	14	83	
0	210	0	29	22	
	44	. 0	07	85	
	43	0	43	56	
	208	€	01	51	
	195	0	55	54	
	196	0	10	30	
	Stream	O	04	86	
	189	0	13	96	
	188	0	29	35	
	187	0	01	91	
	177	0	01	96	
	Total	2	14	85	

[No. L-14016/4/97-G.P.] I.S.N. PRASAD, Dy. Secy.

.नई दिल्ली, 7 सिसम्बर, 1998

कारुआरु 184:—पेट्रोलियम श्रीर खनिज पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा-3 के उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम श्रीर प्राकृतिक गैस मंत्रालय की अधिसूचना कारुआर 428 तारीख 31-1-97 द्वारा भारत सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के अधिकार की पाइप लाइन बिछाने के लिए अजित करने का आश्रय घोषित किया था।

अनः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

तत्पण्चात् भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पण्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्विष्ट **भूसिसी** के उपयोग का अधिकार अजित करने का विनिध्चय किया है।

अब अतः उस्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त मक्ति का प्रयोग करते हुए भारत सरकार एतब्द्धारा घोषित करती है कि इस अधिसूषमा में संलग्न अनुसूषी में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपसाइन विकास के प्रयोजन के लिए एतद्द्वारा अजिन किया जाता है। 3421 GI/98—6

इस धारा की उपधारा (4) द्वारा प्रवत्न शक्तियों का प्रयोग करते हुए भारत सरकार निर्देश देती है कि उक्त भूमियों में अधिकार भारत सरकार में निहित होने के बजाय गैस अथाँरिटी भ्रॉफ इंडिया लिमिटेड में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निष्ठित होगा।

अनुसूची नरसापुर से कोक्यूर तक गैस पाइपलाइन प्रोजेक्ट से 6-1 पब्लिकोशन

अनपद	तहसील	ग्राम	सर्वे नं .	क्षेत्रफल (हे क् टे/ एकड़ में)	विवरण
पश्चिम गोदावरी	पाल्काल्सू	उल्लम्पर	181 भाग	0.0100	जी. पी.
			182 भाग	0.0050	
			200-1 भाग	0.0100	जी.पी.
			200 2 भाग	0.0550	
			201 2 भाग	0.0100	
			201 3 भाग	0.2750	
			207-1 भाग	0.1500	
			207 2 भाग	0.0050	
			2081 भाग	0.2000	
			208 2 भाग	0.2050	
			210भाग	0.0100	
			2 1 2—भाग	0.0050	
			कुल	0.9400 औ र एसी	.– `2-34 से न्टर

[सं. एल.-14016/14/93-जी.पी.(पार्ट)] आई. एस. एन. प्रसाद, उप सिंख

New Delhi, the 7th September, 1998

S.O.1846.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 428 dated 31-1-97 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acqusition of Right of User in land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification

Now therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule to this appended notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbracces.

SCHEDULE

Gas Pipe I	Gas Pipe Line Project		Sec B-1 Notin	fication
Mandal	Village	Survey Nos.	Area (In Hect/ Acres)	Remarks
Palakollu	Ullamparru	181 Part	0.0100	G.P.
		182/Part	0.0050	
		200/1 Part	0.0100	G.P.
		200/2 Part	0.0550	
		201/2 Part	0.0100	
		201/3 Part	0.2750	
		207 Part	0.1500	
		207/2 Part	0.0059	
		208/1 Part	0.2000	
		208/2 Part	0.2050	
		210 Part	0.0100	G.P.
		21 2 Pa rt	0.0050	G.P.
	Total	 	0.9400	OR AC 2-34 Conte
	Mandal	Mandal Village Palakollu Ullamparru	Mandal Village Survey Nos. Palakollu Ullamparru 181 Part 182/Part 200/1 Part 200/2 Part 201/2 Part 201/3 Part 207/2 Part 207/2 Part 208/1 Part 208/2 Part 210 Part 212 Part	Mandal Village Survey Area Nos. (In Hect/ Acres) Palakollu Ullamparru 181 Part 0.0100 182/Part 0.0050 200/1 Part 0.0100 200/2 Part 0.0550 201/2 Part 0.0100 201/3 Part 0.2750 207 Part 0.1500 207/2 Part 0.059 208/1 Part 0.2000 208/2 Part 0.2050 210 Part 0.0050

[No. L-14016/14/93-GP(Pt)] I.S.N. PRASAD, Dy. Seey.

नई दिल्ली, 7 सितम्बर, 1998

का०आ० 1847:-- पेट्रोलियम श्रौर खनिज पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनिक्क, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम भौर प्राकृतिक गैस मंद्रालय की अधिसूचका का०आ० 432 तारीख 31-1-97 द्वारा भारत सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के अधिकार की पाइप लाइन बिछाने के लिए अर्जित करने का आशय घोषित किया या।

अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

तत्पश्चात् भारत सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिमूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का विनिष्पय किया है।

अब अत:, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार एतद-द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन विकास के प्रयोजन के लिए एतद्द्वारा अजित किया जाता है।

इस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार निर्देश देती है कि उक्त भूमियीं में अधिकार भारत सरकार में निहित होने के बजाय गैस अथॉरिटी श्रॉफ इंडिया लिमिटेड में सभी बाबाओं से मुक्त रूप में बीवना के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची नरसापर से कोट्यर गैस पाइप लाइन प्रोजेक्ट से 6-- 1 नोटिफिकेशन

जनपद	तहसील	ग्राम `	सर्वे नं .	क्षेत्रफल (हेक्टे/ एकड़ में)	विदरण
— - <i>—</i> पश्चिम गोदावरी	कोठ्युर	 कोव्युर	379 3 सी भाग	0.0900	•
	_	_	379 5 भाग	0.1200	
			379— — 2 बी भाग	0.0250	जी मी

কুল

0.2350 और ए सी 58 तैंक

सिं. एल-14016/14/93-वी.वी. (नार्ट I)

आई. एस. एन. प्रसाद, उप संविध

New Delhi, the 7th September, 1998

S.O. 1847.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 432 dated 31-1-97 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land). Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule to this appended notification hereby acquired for laying the pipeline.

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Ltd. free from all encumbrances.

SCHEDULE

Narasapuram - Kovvuru Gas Pipe Line Project for Section 6-1 Notification Supplement

Mandal	Village	Survey Nos.	Area In Hect/ Acres)	Remarks
Kovvuru	Kovvuru	379-3C Part 379-5 Part 379-2B Part	0.0900 0.1200 0.0250	G.P.
		Total		or ACO 58Ct.
			Kovvuru Kovvuru 379-3C Part 379-5 Part 379-2B Part	Nos. In Hect/ Acres) Kovvuru

[No. L-14016/14/93-G.P.(Pt)] I.S.N. PRASAD, Dy. Secy.

संशोधन नई दिल्ली, 7 सितम्बर, 1998

कां. का. 1848.— का आ . सं. 2649 भारत के राजपन्न दिनांक 7-9-94 के भाग—1 खंड—6, उपखंड (ii) में पेट्रो- लियम भीर प्राकृतिक गैस मंत्रालय, भारत सरकार, का. आ. संख्या 41 (अ) दिनांक 8-10-94 के पेट्रोलियम भीर विनांक पाइए लाइन (भूमि उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के श्रंतर्गद प्रकृतित अधिसूचना जो कि ग्राम उल्लमपुरु मंडल पालकोल जनपुरू पिचम गोदावरी आ. प. के संबंध में थी, को निम्मानुसार पढ़ा जाए।

कमसं.	राजपन्न के अनुसार		निम्न संशोधन के अनुसार पढ़ा जाए		
	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	
1.	179/2 भाग	0.1500	179/2 भाग	0.1000	
	179/4 भाग	0.0500	179/4 भाग	0.0300	
2.	180/1 भाग	0.2400	1 8 0 / 2 भाग	0.2400	
	1 8 3 / 3 भाग	0.2250	183/3 भाग	0.2550	
3.	213/1 भाग	0.0650	213/1 भाग	0.0300	
	213/3 भाग	0.1800	213/3 भाग	0.1400	
	2 1 ३/्४ भाग	0.0650	213/4 भाग	0.0550	
	·		· · · <u> · · · · · · · · · · · · · ·</u>		

[सं. एत.-14016/14/93-जी. पी. (पार्ट)]

CORRIGENDUM

New Delhi, the 7th September, 1998

S.O. 1848.—S.O. No. 2649 in the Gazette of India Ministry of Petroleum and Natural Gas S.O. No. 2649, dated: 07-09-94 published in the Gazette No. 41 dated: 08-10-94 under sub-section (i) of Section 6 of Petroleum and Mineral Pipe Line (Acquisition of Right of Users in Land) Act. 1962 (50 of 1962) in respect of village ULLAMPARRU Mandal PALAKOLE District West Godavari be read as follows:—

Sl. As per Gazette No.		Be read as correct	ted below
Survey No.	Area in Hectors	Survey No.	Area in Hectors
01. 179-2 Part	0.1500	179-2 Part	0.1000
179-4 Part	0.0500	l 79-4 Pa rt	0.0300
02. 180-1 Part	0.2400	180-2 Part	0.2400
03. 183-3 Part	0.2250	183-3 Part	0.2550
04. 213-1 Part	0.0650	213-1 Part	0.0300
213-3 Part	0.1800	213-3 Part	0.1400
213-4 Part	0.0650	213-4 Part	0.0550

[No. L-14016/14/93-G.P.(Pt)] 1.S.N. PRASAD, Dy. Secy.

संशोधन नई दिल्ली, 7 सितम्बर, 1998

का आ . 1849.— का . थ्रा . 2630 (ई) भारत के राजपद्र दिनांक 7-9-94 के भारत के भाग—II खंड-6 (ड) (iii) में पेट्रोलियम ग्रौर प्राक्टांलिक गैस संद्रालय, भारत सरकार के राजपद्र संख्या 41 दिनांक 8-10-94 के पेट्रोलियम ग्रौर खनिज पाईप लाईन (भूमि में उपयोग के ग्रधिकार का भ्रजीन) नियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के ग्रंतर्गत प्रकाणित ग्रधिसूचना जो कि ग्रंप पेखाल मंडल पेखाल जनपद पश्चिम गोदावरी ग्रा. प्र. के संबंध में बी की निम्नान्सार पढ़ा जाये।

सं.	राजपत्न के अनुसार	निम्स	निम्न संशोधन के अनुसार पढ़ा जाये			
-	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	सर्वे संख्या	क्षेत्रफल हेक्ट	हेक्टेयर में	
01.	 1 2 6—— अग् भाग	0.0900	126 3 ए भाग	0.1100		
	1 2 6 3 वीं	0.0550	126 3 बी भाग	0.0800		
	1 2 6 4 भाग	0.0050	1264 भाग	0.0200		
	127—1 ए भाग	0,0200	127 1ए भाग	0.0250	(जीपी)	
	127 1 बी भाग	0.0850	1271 बी भाग	0.1950		
	127 2 भाग	0.1200	1272 भाग	0,1500		
	127 3 भाग	0.0500	127 3 भाग	0.1450		
	1274 भाग	0.1100	1274 भाग	-0.1400		
	1 40भाग	0.0400	140भाग	0.0550	(जीपी)	
	1 4 5 1 बी भाग	0.1000	145 1 बी भाग	0.1150		
	1452 ए 2 भाग	0.1000	1452 ए 2 भाग	0.1100		
	1 4 5 3 भाग	0.0250	1 4 5 3 भाग	0.0300	(अगिपी)	

[मं. एल.-14016/14/93-जी. पी. (पार्ट)]

आई. एस. एन. प्रसाद, उप समिव

CORRIGENDUM

New Delhi, the 7th September, 1998

S.O. 1849.—S.O.No. 2630 in the Gazette of India of Petroleum and Natural Gas S.O. No. 2630 dated 7-9-94 published in the Gazette No. 41 dated 8-10-94 under Sub-section (i) of Section 6 of Petroleum and Mineral Pipe Line (Acquisition of Right of Users in Land) Act 1962 (50 of 1962) in respect of village: PERAVALI, Mandal: PERVAVALI, District: West Godavari be read as follows:

	As p	As per Gazette			Be read as corrected below:				
Sl. No.	Survey No.	Sub-Div. No.	Area in Hectors	Survey No.	Sub-Div. No.	Area in Hectors			
1	2	3	4	5	6	7			
-	126	3A Part	0.0900	126	3A Part	0.1100			
	,,	3B Part	0.0550	73	3B Part	0.0800			
	,,	4 Part	0.0050	,,	4 Part	0.0200			
	127	1A Part	0.0200	127	1A Part	0.0250 (G.P.)			
	,,	1B Part	0.0850	,,	1B Part	0.1950			
	,,	2 Part	0.1200	,,	2 Part	0.1500			
	"	3 Part	0.0500	,,	3 Part	0.1450			
	11	4 Part	0.1100	,,	4 Part	0.1400			
	1 4 0	Part	0.0400	140	Part	0.0550 (G.P.			
	145	1B Part	0.1000	145	1B Part	0.1150			
	,,	2A2 Part	0.1000	,,	2A2 Part	0.1100			
	**	3 Part	0 0250	10	3 Part	0.0300 (G.P.)			

[No. L-14016/14/93-G.P (Pt.)] I.S.N. PRASAD, Dy. Secy.

नई दिल्ली, 11 सितम्बर, 1998

का. ग्रा. 1850. -चूंकि केन्द्रीय सरकार को यह प्रतीत होता है कि जनहिंत में यह ग्रावश्यक है कि थिरमाकोटई टी. एन. ई.बी. से किंग कैमिकल्स, वडसरी तिमलनाडु राज्य तक पेट्रोलियम और प्राकृतिक गैस के परिवहन के लिए पाइपलाईन गैस अथॉरिटी ग्रॉफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए।

श्रौर चूंकि यह प्रतीत होता है कि ऐसी लाइन को बिछाने के प्रयोजन के लिए एतद्पायद्व श्रनुसूची में वर्णित भूमि में उपयोग का मधिकार श्रुजित करना भावश्यक है।

न्नतः, स्रब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के श्रिक्षकार का न्नर्जन) म्रिक्षिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त भक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उपयोगका मधिकार अजित करने का मपना मामय एतद्द्रारा घोषित करती है।

बणर्से कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए श्राक्षेप सक्षम प्राधिकारी, गैम अथारिटी श्रॉफ इंडिया लिमिटेड, कावेरी बेसिन, नागापटन्म-611001 को इस श्रधिसूचना की तारीख़ से 21 दिनों के भीतर कर सकेगा।

भीर ऐसा भ्राक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहत। है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

प्रनमुभी

थिरुमाकोटई टी. एन. ई. बी. में किंग कैमिकल्स वडसरी तक गैस पाइपलाइन प्रोजेक्ट

राज्य	जिला	तहसील	गांब का नाम एवं नम्बर	सर्वे नं.	हेक्टे यर	एकड़	टिप्पणी
———— तमिलनाडु	यानजा वू र	पाटूकीट र्ड	30 अविकोषाटई	31. 2 	0.01.0	0.02	
-	•	•		31.2वी	0.05.0	0.12	
				31.3ए	0.03.0	0.07	
				32.4	0.06.5	0.16	
				32,5वी	0,05,0	0,12	
				32. 5सी	0.05.0	0.12	
				32. 5डी	0.02.0	0.05	
				32.50्फ	0.00.5	0.01	
				32.6	0.04.0	0.10	
				30.2	0.00.5	0.01	
				52.1बी1	0.06.5	0.16	
				52.1वी2	0.01.0	0.02	
				52.6	0,01.0	0.02	
				52.7	0.06.0	0.15	
				52, 8प्	0.02.0	0.05	
				52.9ए	0.06.0	0,15	
				54.2	0,24,5	0.61	
				55, 1 ^T ,	0.05.0	0.12	
				55.1 मी	0.08.0	0.20	
				55.3	0.00.5	0.01	
				57. 20	0,00.5	0.01	
				58.1	0.08.0	0.20	
				58. 1मी	0.00,5	0,01	
				58.2	0.07.0	0.17	
				52.10	0.01.0	0.02	
				54.1	0,00,5	0.01	

[सं. एल.-14014/3/98-जी. पी.] आई. एस. एन. प्रसाद, उप सचिव

New Delhi, the 11th September, 1998

S.O. 1850 .—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum Gas from Thirumakkottai TNEB to King Chemicals Vadaseri Gas Pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in the land) Act. 1962 intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority, of India Ltd., Cauvery Basin, Nagapattinam, Pin-611 001.

And every person making such an objection shall also state specifically where he wishes to be heard in person or by logal practitioner.

SCHEDULE

Thirummakkottai TNEB'to King Chemicals Vadaseri Gas Pipeline Project

State	District	Taluk	Villäge No. & name	Survey Number	Ext		Remarks
				Mailloci	In Hectares	In Acre Cen	t
1	2	3	4	. 5	6	7	8
Tamilnadu	Thanjavur	Pattukkottai	30 Avikkottai	31.2A	0.01.0	0.02	
				31.2B	0.05.0	0.12	
				31.3 A	0.03.0	0.07	
				32.4	0.06.5	0.16	
				32.5B	0.05.0	0.12	
				32.5C	0.05.0	0.12	
				32.5D	0.02.0	0.05	
				32.5F	0.00.5	0.01	
				32.6	0.04.0	0.10	
				30.2	0.00.5	0.01	
4				52,1B1	0.06.5	0.16	
				52.1B2	0.10.0	0.02	
				52.6	0.01.0	0.02	
				52.7	0.06.0	0.15	
	,			52.8A	0.02.0	0.05	
				52.9A	0.06.0	0.15	
				54.2	0.24.5	0.61	
				55.1A	0.05.0	0.12	
<u>-</u>				55.1B	0.08.0	0.20	
				55.3	0.00.5	0.01	
				57.2 A	0.00.5	0.01	
				58.1	0.08.0	0.20	
				58.1 B	0.00.5	0.01	
				58.2	0.07.0	0.17	
				52.1A	0.01.0	0.02	
				54.1	0.00.5	0.01	

[No. L-14014/3/98 GP] J. S. N. PRASAD, Dy. Secy.

नई दिल्ली, 11 सितम्बर, 1998

का. द्या. 1851 :—-बूंकि केन्द्रीय सरकार को यह प्रतीत होता है कि जनहित में यह आवश्यक है कि थिएमा-कोटई टी. एस. ई. बी. से किंग कैमिकल्स, बडसरी तिमलनाड़ राज्य तक पेट्रोलियम और प्राकृतिक गैस के परिवहन के लिए पाइपलाइम गैस अथारिटी ऑफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए।

ग्रीर चूंकि यह प्रसीत होता है कि ऐसी लाइन को बिछाने के प्रयोजन के लिए एसद्पाबद्ध ब्नुसूची में बर्णित भूमि में उपयोग का अधिकार अर्जित करना म्रावश्यक है ।

यत', ग्रंथ पेट्रोलियम श्रीर खनिज पाइपलाइन (भूमि में उपयोग के ग्रधिकार का श्रर्जन) ग्रिधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय संस्कार उसमें उपयोग का श्रिकिकार अर्थिकार करने का अपना आश्रय एतव्हारा घोषित करती हैं।

बजतें कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन विछाने के निए धाओप सक्तम आर्थि∻ कारी, गैस बवॉरिटी बाफ इंडिया लिमिटेड कावेरी बेसिन, नागापट्नम —611001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

भीर ऐसा भाक्षेप करने वाला हुए व्यक्ति विनिधिष्टतः यह भी कथत करेगा कि क्या वह चाहता है कि उसकी सुनवाई स्वक्तियन को या फिसी विधि व्यवसायी की मार्फत।

श्रनुसूची थिइमाकोटई टी. एन. ई. बी. ते किंग कैमिकल्स वडसरी तक गैस पाइपलाइन प्रोजेक्ट

राज्य	জিলা	तहसील	नाव का नाम एवं नम्बर	सर्वे मं.	हैक्टेयर	ए क्ट	दिष्पनी
	والمراجعة		A Marie Control		614.17		
इमिलनाबु	थानाजान् र	भारचनड्	47 वडेसरी	1 69.1 ए	●, 09. 5	0.23	
•				169.1मी	0.00.5	0.01	
	•			169. 1सी	0.02.0	0.05	
				179.9	0.95.	0.12	
				170.10	4.09.5	0.23	
				182.1ए	0.06.0	0.15	
				182.2	0.04.9	9.10	
				181.1	0.08.0	0.20	
				181.2	0.02.0	0.05	
				180.3	0.06.5	0.16	
				180. OT	0.07.0	0.17	
				180.6औ	0.00.5	0.01	
				179.1	0.02.0	0.05	
				179.2ए	0.00.5	0.01	
				177.7	0.11.0	0.27	
				168	0. 07.0	0.17	
				180.1	0.01.0	0.92	

[सं. एस. --14014/3/98- जी. पी.] मार्थ. एस. एम. प्रसाद: उप अधिक

New Delhi, the 11th September, 1998

S.O. No.1851.—whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum Gas from Thirumakkottai TNEB to King Chemicals, Tamilnadu state, Pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum and Minerals pipeline (Acquisition of Right of User in the land) Act 1962 intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd., Canveri Beain, Nasapattinam, Pin-611 001.

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And every person making such an objection shalf-also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE
Thirummakkottai TNEB to King Chemicals Vadaseri Gas pipelinė Project

State	District	Taluk	Village No. & Name	Survey Number	Ext	ent	Remarks
			,		In Hectares	In Acre Cent	
1	2	3 ,	4- -	,5	6	7	
Tamilnadu	Thanjavur	Orathanad	47 Vadaseri	169.1A 169.1B 169.1C 170.9 170.10 182.1A 182.2 181.1 181.2 180.3 180.6A 180.6B 179.1 179.2A 177.7 168	0.09.5 0.00.5 0.02.0 0.05.0 0.09.5 0.06.0 0.04.0 0.08.0 0.02.0 0.06.5 0.07.0 0.00.5 0.02.0 0.00.5 0.02.0	0.23 0.01 0.05 0.12 0.23 0.15 0.10 0.20 0.05 0.16 0.17 0.01 0.05 0.01 0.27 0.17	

[No. L-14014/3/98-GP]
I. S. N. PRASAD, Dy. Secy]

नई दिल्ली, 11 मितम्बर, 1998

का. ग्रा. 1852 -- चूँकि केन्द्रीय सरकार को यह प्रतीत होता है कि जनहित में यह ग्रावश्यक है कि थिरुमाकोटई टी. एम. ई. बी. से किंग कैमिकल्स वडसरी तमिलनाडु राज्य तक पेट्रोलियम ग्रीर प्राकृतिक गैस के परिवहन के लिए पाइपलाइन गैस ग्रथौरिटी ग्रॉफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए।

श्रीर चूंकि यह प्रतीत होता है कि ऐसी लाइन को बिछाने के प्रयोजन के लिए एतद्पाबढ़ श्रनुसूची में वर्णिय भूमि 🛱 उपयोक का ग्रधिकार श्रजित करना श्राधण्यक है।

श्रतः, श्रव पेट्रोलियम श्रीर खनिज पाइपलाइन (भूमि में उपयोग के ग्रंधिकार का श्रर्जन) ग्रंधिनियम, 1962 (1962 का 50) की धारा 3की उपधारा (1) द्वारा अदत्त श्राक्तियों का प्रयोग करते हुए केन्द्रीय सरकार असमें उपयोग का श्रधिकार श्रीजित करने का श्रपना ग्रामय एतद्द्वारा घोषित करती है।

बम्नार्तेकि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप्रलाइन विद्याने के लिए ग्राक्षेप सक्षम प्राधिकारी, गैस ग्रमारिटी भाँक इंडिया लिमिटेड कावेरी भंसीन, गागापट्नम — 611001 को इस ग्रधिसूचना की तारीख से 21 दिनों के भीदार कर सकेगा।

भौर ऐसा श्राक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह लाहता हैं कि ज़्सकी सुनवाई क्यक्तिगत हो या किसी विभिन्न व्यवसायी की सार्फत। श्रनुसूची

राज्य	जिला	तहसील	गांव का नाम	.सुर्वे;नं.			टिप्पणी
., .			एवं नम्बर		है क्टैय र	एकड्	
1	2	3	4	5	6	7	8
ा मिसनाडु	थिक्वारूर	मनारगुड़ी	67/1	513	0.05.0	0.12	
			थिरूमाकोट ६ू I	510.1 ⁿ	0.00.5	0.01	
			•	510.3	0.16.0	0.40	
				509.1वी	0.07.5	0.19	
				509.2	0.01.0	0.02	
				509.3	0.00.5	0.01	
				509.5	0.04.5	0.11	
				481	0.13.0	0.32	
				482	0.06.5	0.16	
				462	0.14.0	0.35	
				463	0.12.5	0.31	
				458.2	0.17.0	0.42	
				456.1	0.09.0	0.22	
				456.3	0.03.5	0.09	
				455	0.03.5	0.09	
				453	0.17.5	0.43	
				454	0.07.5	0.19	
				447/3	0.08.0	0.20	
				154.1	0.17.5	0.43	
				154.2	0.01.0	0.02	
				510.2	0.01.0	0.02	
				509.4	0.00.5	0.01	
				218	0.23.0	0.57	
				456.2	0.01.2	0.02	
			35/2	357.3	0,02,5	0.06	
			पखाकोटई 1	357.4	0.01.0	0.02	
				3 57 .6	0.09.5	0.24	
				358. डबी	0.01.0	0.02	
				358.8	0.05.0	0.12	
				358.9	0.05.0	0.12	
				364.1	0.03.5	0.09	
				364.2	0.03.5	0.09	
				364. 3ए	0.06.0	0.15	
				364.4	0.05.5	0.14	
				359.5 ^{rr} ,	0:10.0	0.25	
				359.5बी	0,01.0	0.02	
				359.15	0.04.0	0.10	
				359.16	0.05.5	0.14	
				344.4	0.04.5	0.11	
				. 345.1.	0.00.5.	0.01	

1	2	3	4	5	6	7 8
त्रभि ल नाष्ट्	विक्ताकर	मनगरगुड़ी		345.2	0,01.5	0.04
•			35/2	345.3Q	0.08.0	0.20
			पकाकोटई !	345. अपी	0.01.0	0.02
				346. 1षी	0.01.5	0.04
				346.2	0.07.0	0.17
				346.5	0.02.5	0.06
				346,6ए	0.00.5	0.01
				341.4	0.07.0	0.17
				341. 7वी	0.07.0	0.17
				341.8	0.00.5	0.01
				340.6	0.00.5	0.01
				340.8	0.05.5	0.14
				338.1	0.05.0	0.12
				338.2	0.06.0	0.15
				337.1	0.03.0	9.08
				337.2	0.01.0	0.02
				337.7	0.08.0	0.20
				337.8मी	0.00.5	0.01
				337.9	0.06.5	9.16
				329.8	0.00.5	0.01
				329.9	0.05.0	0.12
				329.11	0.03.0	9.65
				328.6 328.7	0.04.5	9.11
					0.00.0	0.22
				328.8	0.00.5	0.22
				113.6 113.7	0.00.5 0.01.0	0.01
				113.7	0.91.0	0.02
				112.5	0.17.5	0.50 0.43
				112.8¢	0.00.5	0.01
				112.8 भी	0.02.0	0.01 0.65
				112.8सी	0.05.0	9.12
				141	0.09.5	0.24
				341.9	0.00.5	0.01
				340.7	0.00.5	0.01
					3.00.0	0.01
			35/2	78 \$. 7ए	9.01.5	0, 04
			नवाकोटर्स $-\Pi$	785. 7 मी	0.00,5	9. 91
				785.7 सी	0.02.0	9. 05
				785.10	0.04.0	9.19
				785.12	0.03.0	9.97
				785.13	0.03.5	9.09
				785.15	0.03.0	0.07
				785.16T	0.08.0	9.20
				778.9	D. 04. 0	0.10
				778.19	0.02.5	0.06

v Misk Minne⊈a B	******	*		5/419 25, 1 H 20	ing madanyan P	And the second s	<i>-</i>
<u></u>	2	3	4 			7	_
भिलना द	विद्याद र	म नारगृङ्गी	36/2	782.1 0 4	9.94.6	9.11	
			विषाकोटई	782.1आई	9.95.5	9.12	
				782.6	9.02.0	0.05	
				782.7	0.02.5	0.06	
				782.11	9.91.5	0.04	
				779.6	8.01.0	0.02	
				779.7	0.02.5	9.96	
				779.8	0.05.0	0.12	
				776.1	0.02.0	0.05	
				776.2	0.05.0	0.12	
				776.3	9.63.6	0.67	
				776.9	0.06.5	0.16	
				776.10	9.03.0	9.07	
				776.11	9.00.5	9.01	
				776.12	0.97.0	9.17	
				776.13	9.00.5	9.01	
				775.3	0.03.0	9.07	
				774.5	0.06.5	9.14	
				774.7	0.00.5	9.01	
				774.8	0.01.0	0.02	
				774.9	0.02.0	0.05	
				774.19	0.02.5	0,06	
				772.5	0.11.0	0.27	
				772.7	9.00.5	0.01	
				771.6	0.07.0	0.17	
				771.7	0.03.0	0.07	
				771.8	9.91.5	0.04	
				771.9	9.01.0	0.02	
				771.10	0.01.0	0.02	
				769.4	0.14.5	0.36	
				769.6	0.01.0	0, 02	
				785.6	0.01.0	0.02	
				769.3	0.00,5	0.01	
			35/1	298.11	0.02.5	0.06	
			राजसमबालपुरम	299.1	0.03,0	0.07	
				299.7	0.10.0	0.25	
				299.8	0.05.5	0.13	
				299.9	0.09.6	0.22	
				294.1णी	0.02.0	0.05	
				294. 1सी	9.04.0	0.10	
				294.2	0.03.0	0.07	
				294.5	0.00.5	0.01	
				294.10	0.02.0	0.05	
				794.1	0.00.5	0.01	
				794.8	0.02.0	0.05	
				309.2	0.01.0	0.02	
				300.3	0.20.0	0.50	
				293.1	0.05.0	0.12	

:	2	3	4	5 	6	.7 8	
मिलगाडु	थिसवाहर	मनारगुड़ी	35/1	293, 2	0,02,5	ጜ . 06	
		-	राजसम ्बामपुर्य ः	209.9	0,00.5	0.01	
				209.10	0.05.0	0.12	
				213.3	0.05.0	0.12	
				213.5	0.01.5	0.04	
				213.6	0.00.5	0.01	
				213.7	0.01.5	0.04	
				213.8	0.07.0	0.17	
				213.10	0.01.5	0,04	
				214.2	0.01.5	0.04	
				214.3	0.09.5	0.24	
				214.4	0.02.0	0.05	
				214.5	0.03.5	0.09	
				214.7	0.03.0 ,	0.07	
				214.8	0.02.0	0.05	
				214.12	0.03.0	0.07	
				214.14	0.00.5	0.01	
				791.5	0.02.0	0.05	
				216.1	0.05.5	0.14	
				216.2	0.09.0	0.22	
				216.4	0.00.5	0.01	
				216.5	0.01.5	0.04	
				218.2	0.04.0	0.10	
				218.3	0.11.5	0.29	
				217.5	0.03.5	0.09	
				217.8	0.03.5	0.09	
				217.10	0.04.0	0.10	
				217.12	0.03.5	0.09	
				217.13	0.04.0	0.10	
				196.3	0.16.0	0.40	
				196.4मी	0.07.5	0.19	
				196.7	0.11.0	0.27	
				178. 1ए	0.05.0	0.12	
				178,1वी	0.00.5	0.01	
				178. 2ए	0,14.5	0.36	
				179.3	0,08.0	0.20	
				179.4बी	0.03.5	0.09	
				179.5	0.06.0	0.15	
				179.6जी	0,03.5	0.09	
				176.1	0.08.0	0.20	
				176.1 176.2ए	0.00.5	0.01	
				176.2ध 176.2भी	0.00.5	0.01	
				219.1	0.00.5	0.01	
						0.83	
				219.3	0.33.5	0.83	
				102.1	0.02.0	0.01	
				102.4 102.5	0,00.5 0,06.5	0.01	

ामिलनाड <u>्</u>	डिस्वास्ट	मनारगुड़ी	3/5/1	102.6	0.04.5	0.11
3		•	यज्ञसम्बालपुरूम _ः	102.7 ± 1	. 0 a . 0 2 0 F	0.05
				103.1	_0.04_5	01.1
				103. 2ए	0.04.5~	0.11
				104,1点	0,16,5	0.41
				105, 1ए	0.00.5	0.01
				214.1	0.01.0	0.02
				293.9	0.00.5	0.01
	•			299.3	0,00,5	0.01
				299.10	0.00.5	<u> </u>
				299,6	0.00.5	0,01
				299.5	0.02.0	0.05
				298.7	0.00.5	0.01
				294.7	0.00,5	0.01
				294.8	0.01,0	0.02
				294.9	0.01.0	0.02
				213.11	0,03,0	0.08
				218.13	0.01.0	0.02
				196.1	0.00.5	0.01
				196.9	0.00.5	0.01
				182	0.03.5	0.09
				179.1	0.00.5	0.01
				219.2	0.01.0	0.02
				299.3	0.00.5	0.01
				81वी. 8	0,01.5	0.04
				81.बी.9	0.02.0	0.05
				81वी . 10	0.06.5	0.16
				81बी.11	0.04.0	0.10
				82.15 वी	0.00.5	0.01
				82,16	0.00.5	0.01
				82.17	0.02.0	0.05
				82.18	0.01.0	0.02

[सं. एल.~14014/3/98——जी. पी.] श्रार्थ. एस. एन. प्रसाद, उप संविद

New Delhi, the 11th September, 1998

S.O.1852.—whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petrolcum Gas from Thirumakkottai TNEB to King Chemicals Vadaseri Gas Pipeline should be laid by the Gas Authority of India-Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of the Section 3 of the Petroleum and Minerals pipeline (Acquisition of Right of User in the land) Act, 1962 intention to acquire the right of user—therein.

Provided that any person interested in the said land may, within 21 days from the date of this inclification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd, Cauvery Basin, Nagapattinani, Pin-611 001.

And every person making such an objection shall also state specifically where he wishes to be heard in person or by legal practitioner.

SCHEDULE

Thirumakkottai TNEB to King Chemicals Vadaseri Gas Pipeline Project

State	District	Taluk	Village No. &	Survey	Extent		Romarks
			Name	Numbet	In Hectares	In Acre Cent	•
1	2	3	*	5	6	7	8
Familnadu	Thiruvarur	Mannargudi	67/1	513	0.05.0	0.12	1 1 25
			Thirumakkottai-I	310.1A	0.00.5	0.01	
				510.3	0.16.0	0.40	
				509.1B	0.07.5	0.19	
				509.2	0.01.0	0.02	
				509 .3	0.00.5	0.01	
				509.5	0.04.5	0.11	
,				481	0.13.0	0.32	
				482	0.06.5	0.16	
				462	0.14.0	0.35	
				463	0.12.5	0.31	
				458.2	0.17.0	0.42	
				456.1	0.09.0	0.22	
				456.3	0.03.5	0.09	
				455	0.03.5	0.09	
				453	0.17.5	0.43	
	•			454	0.07.5	0.19	
				447/3	0.08.0	0.20	
				134.1	0.17.5	0.43	
				154.2	0.01.0	0.02	
				510.2	0.01.0	0.02	
				509.4	0.00.5	0.01	
				218	0.23.0	0.57	
				456 2	0.01.0	0.02	
			35/2	341.8	0.00.5	0.01	
			Paravakkottai-II	340.6	0.00.5	0.01	
				340.8	0.05.5	0.14	
				338.1	0.05.0	0.12	
				338.2	0.06.0	0.15	
				337.1	0.03.0	0.08	
				337.2	0.01.0	0.02	
				337.7	0.80.0	0.20	
				337.8B	0.00.5	0.01	
				337.9	0.06.5	0.16	
				329.8	0.00.5	0.01	
				329.9	0.05.0	0.12	
				3 29 ,11	0.03.0 0.04.5	0.08	
				328.6		0.11	
				328.7	0.09.0	0.22	
				328.8	0.09.0	0.22	
	ř.			113.6	0.00.5	0.01	
				113.7	0.10.0	0.02	
				113.8	9 20.0	0.50	

[भाग I]——चंड ३ (ii)]	भारत का राजपन : सिलम्बर-19,1998 भाव 28,199

[भाग I]——चंड ३ ((ii)]	भारतका राज	घतः : सित्तम्बर-19,1998 भा 	T 28,1920 ·			3593
1	2	3	4	5	6	7	8
Tamilnadu	Thiruvarur	Mannargudi	35/2	112.8A	0.00.5	0.01	
			Paravakkottai-II	112.8B	0.02.0	0.05	
				112.8C	0.05.0	0.12	
				141	0.09.5	0.24	
				341.9	0.00.5	0.01	
				340.7	0.00,5	0.01	
				357.3	0.02.5	0.06	
				357.4	0.01.0	0.02	
				357.6	0.09.5	0.24	
				358.5B	0.01.0	0.02	
				358.8	0.05.0	0.12	
				358. 9	0.05.0	0.12	
				364.1	0.03.5	0.09	
				364.2	●.03.5	0.09	
				364.3A	0.06.0	0.15	
				364.4 359.5A	0.05.5	0.14	
				359.5A 359.5B	0.10.0 0.01.0	0.25 0.02	
				359.15	0.01.0	0.02	
				359.16	0.05.5	0.14	
				344.4	0.04.5	0.11	
				345.1	0.00.5	0.01	
				345.2	0.01.5	0.04	
				345.3A	0.08.0	0.20	
				345.3B	0.01.0	0.02	
				346.1B	0.01.5	0.04	
				346.2	0.07.0	0.17	
				346.5	0.02.5	0.06	
				346.6A 341.4	0.00.5	0.01	
				341.4 341.7B	0.07.0 0.07.0	0.17 0.17	
				785.7A	0.01.5	0.04	
				785.7B	0.00.5	10.0	
				785.7C	0.02.0	0.05	
			•	785.10	0.04.0	0.10	
				785.12	0.03.0	0.07	
				785.13	0.03.5	0.09	
				785.15	0.03.0	0.07	
				785.16A	0.08.0	0.20	
				778.9	0.04.0	0.10	
				778.10	0.02.5	0.06	
				782.1H	0.04.5 0.05.0	0.11 0.12	
				782.1I 782.6	0.03.0	0.12	
				782.7	0.02.5	0.06.	
				782.11	0.01.5	0.04	
				779.6	0.01.0	0.02	
				779.7	0.02.5	0.06	
				77 9 .8	0.05.0	0.12	
				776.1	0.02.0	0.05	
				776.2	0.05.0	0.12	
				776.3	0.03.0	0.07	
				776.9 776,10	0.06.5 0.03.0	0.16 0.07	
				776.10	0.00.5		
	. <u> </u>			1/0.11	0.00.3	0.01	

1	2	3	4	5	6	7	8
Tamilnadu	Thiruvarur	Mannargudi	35/2	776.12	0.07.0	0.17	
		() and ()	Paravakkoitai-II	776.13	0.00.5	0.01	
			- · · · · · · · · · · · · · · · · · · ·	775.3	0.03.0	0.07	
				774.5	0.05.5	0.14	
				774.7	0.00.5	0.01	
				774.8	0.01.0	0.02	
				774.9	0.02.0	0.05	
				774.10	0.02.5	0.06	
				772.5	0.11.0	0.27	
				772.7	0.00.5	0.01	
				771.6	0.07.0	0.17	
				771.7	0.03.0	0.07	
				771.8	0.01.5	0.04	
				771.9	0.01.0	0.02	
				771.10	0.01.0	0.02	
				769.4	0.14.5	0,36	
				769.6	0.01.0	0.02	
				785. 6	0.01.0	0.02	
	•			769.3	0.00.5	0.01	
F amilnadu	Thiruvarur	Mannargudi	35/1	298.11	0.02.5	0.06	
			Rajasambal-	299.1	0.03.0	0.07	
			puram	299.7	0.10.0	0.25	
			F	299.8	0.05,5	0.13	
				299.9	0.09.0	0.22	
				294.1B	0.02.0	0.05	
				294.10	0.04.0	0.10	
				294.2	0.03.0	0.07	
				294.5	0.00.5	0.01	
				294.10	0.02.0	0.05	
				794.1	0.00.2	0.01	
				794.8	0.02,0	0.05	
				300.2	0.01.0	0.02	
				300.3	0.20.0	0.50	
				293.1	0.05.0	0.12	•
				293.2	0,02.5	0.06	
				209.9	0.00.5	0.01	
				209.10	0.05.0	0.12	
				213.3	0.05.0	0.12	
				213.5	0.01.5	0.04	
				213.6	0.00.5	10.0	
				213.7	0.01.5	0.04	
				213.8	0.07.0	0.17	
				213.10	0,01,5	0.04	
				214.2	0.01,5	0.04	
				214.3	0.09.5	0.24	
				214.4	0.02.0	0.05	
				214.5	0.03.5	0.09	
				214.7	0.03.0	0.07	
				214.8	0.02.0	0.05	
				214.12	0.03.0	0.07	
				214.14	0.00.5	0 01	
				791.5	0.02,0	0.05	
				216.1	0.05.5	0.03	
				216.2	0.09.0	0.22	

1	2	3	4	5	6	7	8
Tamilnadu	Thiruvarur	Mannargudi	35/1	216.4	0,00.5	0.01	
		· ·	Rajasamba-	216.5	0.01.5	0.04	
			puram	218.2	0.04.0	0.10	
				218.3	0.11.5	0.29	
				217.5	0.03.5	0.09	
				217.8	0.03.5	0.09	
				217.10	0.04.0	0.10	
				217,12	0.03.5	0.09	
				217.13	0.04.0	0.10	
				196.3	0.16.0	0.40	
				196.4B	0.07.5	0.19	
				196.7	0.11.0	0.27	
				178.1A	0.05.0	0.12	
				178.1B	0.00.5	0.01	
				178.2A	0.14.5	0.36	
				179.3	0.08.0	0.20	
				179.4B	0.03.5	0.09	
				179.5	0.06.0	0.15	
				179.6B	0.03.5	0.09	
				176.1	0.80.0	0.20	
				176.2A	0.00.5	0.01	
				176.2B	0.00.5	0.01	
				219.1 219.3	0.00.5 0.33.5	0.01 0.83	
				102.1	0.02.0	0.05	
				102.4	0.00.5	0.01	
				102.5	0.06.5	0.16	
				102.6	0.04.5	0.11	
				102.7	0.02.0	0.05	
				103.1	0.04.5	0.11	
				103.2A	0.04.5	0.11	
				104.1 A	0.16.5	0.41	
				105.1 A [0.00.5	0.01	
				214.1	0.01.0	0.02	
				293.9	0.00.5	0.01	
				293.3	0.00.5	0.01	
				299.10	0.00.3	0.01	
				299.6	0.00.5	0.01	
				299.5	0,02,0	0.05	
				298.7	0.00.5	0.01	
				294,7	0.00.5	0.01	
				294.8	0.01.0	0.02	
				294.9	0.01.0	0.02	
				213.11	0.03.0	0.08	
				218.13	0.01.0	0.02	
				196.1	0.00.5	0.01	
				196.9	0.00.5	0.01	
				182	0.03.5	0.09	
				179.1	$0.00.5 \\ 0.01.0$	$0.01 \\ 0.02$	
-				219.2 299.3	0.01.0	0.04	

3596	THE GAZETTE OF INDIA	:SEPTEMBER 19,	1998/BHADRA	28,	1920	[PART II—SEC.	3(ii)]
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1	2	3	4	5	6	7	8
			35	· •			•
Tamil na du	Thiruvarur	Mannargudi	Koopachikottai	81B.8	0.01.5	0.04	
			-	81 B.9	0.02.0	0.05	
				81B.10	0.06.5	0.16	
				81 B .11	0.04.0	0.10	
				82.15B	0.00.5	0.01	
				82.16	0.00.5	0.01	
				82.17	0.02.0	0.05	
				82.18	0.01.0	0.02	

[No. L-14014/3/98-GP] I. S. N. PRASAD, Dy. Secy.

नई दिल्ली, 14 सितम्बर, 1998

का. ग्रा. 1853 :—-पैट्रोलियम ग्रौर खनिज पाइपलाइन (भूमि के उपयोग के ग्रिक्षकार का ग्रर्जन) ग्रिक्षितियम, 1962 (1962 का 50 वां) की धारा 2 के खण्ड (ए) के ग्रनुसरण में केन्द्रीय सरकार एतव्द्वारा नीचे दी गई ग्रिक्षित स्थान के कांलम-1 में उल्लिखित व्यक्ति को ग्रनुसूची के कॉलम-3 के ग्रनुसार उक्त ग्रिक्षितियम के ग्रंतर्गत सक्षम प्राधि-कारी के रूप में कार्य करने के लिए एतद्द्वारा प्राधिकृत करती है।

धान सनी

प्राधिकारी	पता	ग्रधिकार क्षेत्र
1	2	3
भ्राजाद सिंह तहसीलदार	गैस भ्रथॉरिटी भ्रॉफ इंडिया लिमिटेड कार्यालय, एस . डी . एम . (कालकाजी) 37, इन्सटीट्यूशनल एरिया तुगलकाबाद, दिल्ली	दिल्ली कादक्षिणी जिला

[संख्या एल-14014/5/98- जी.पी.] माई. एस. एम. प्रसाद, उप सचित्र

New Delhi, the 14th September, 1998

S.O. 1853...—In pursuance of clause (a) of Section 2 of the Petroleum & Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government herbey authorizes the Person mentioned in column-1 of the schedule below to perform the function of Competent Authority under the said Act within the area mentioned in corresponding entry in the column 3 of the said schedule.

SCHEDULE

Name of Person	Address	Territorial Jurisdiction
1	2	3
Shri Ajad Singh Tehsildar	Gas Authority of India Ltd., Office of SDM (Kalkaji) 37, Institutional Area, Tughlakabad.	South Distt. of Delhi.

श्रम मंद्रालय

entrata de la companya de la companya

नई दिल्ली, 24 भगस्त, 1998

का. आ. 1854— भीकोगिक विवाद ग्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैंसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों भौर उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट भौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक अधिकरण, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-98 को प्राप्त हुँआ था।

[संख्या एल-24012/141/86-डी-4(बी)] बी.एम. डेविड, डैस्क प्रधिकारी

MINISTRY OF LABOUR

New Delhi, the 24th August, 1998

S.O. 1854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal. Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. B.C.C. Ltd., and their workman, which was received by the Central Government on 21-8-98.

[No. L-24012/141/86-D IV (B)] B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT:

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 128 of 1987

PARTIES:

Employers in relation to the management of Jealgora Colliery of Bhowra Area No. XI of Bharat Coking Coal Limited and Their workmen.

APPEARANCES :

On behalf of the workmen,—Shri K. Chakravorty, Advocate

On behalf of the employers.—Shri H. Nath, Advocate.

STATE: Bihar, INDUSTRY: Coal.

Dated, Dhanbad, the 10th August, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) and sub-section 2A of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(141)/86-D. IV(B), dt. 11-4-1987.

SCHEDULE

"Whether the action of the Management of Jealgora Colliery of Blowra Area No. VI of M/s. BCCL in retiring Shri Janki Dusadh from service with effect from 1-7-1986 is justified? If not, to what relief the workman concerned is entitled?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. Both the parties appeared and filed their respective W. S. documents. The case then proceeded along its course. Subsequently when

the case was fixed both the parties appeared before me and submitted to pass a 'No dispute' Award since they are not interested to contest the reference. In the circumstances, I have no other alternative but to pass a 'No dispute' Award in this reference presuming that their is no dispute existing between the parties presently.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 24 ग्रगस्त, 1998

का.श्रा. 1855—श्रौद्योगिक विवाद सिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार एम.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों श्रौर उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट श्रौद्योगिक विवाद में श्रौद्योगिक श्रधिकरण, राऊरकेशा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-98 को प्राप्त हुआ था।

[संख्या एल-22012/564/94-भाई भ्रार (सी-II)] बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 24th August, 1998

S.O. 1855.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Rourkela as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M. C. Ltd., and their workman, which was received by the Central Government on 21-8-98.

[No. L-22012/564/94-IR (C-II)] B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, ROURKELA

Industrial Dispute Case No. 79/97/(36/95)(C)
Dated, the 1st June, 1998

PRESENT:

Sii R. N. Biswal, LL., M., Presiding Officer, Industrial Tribunal. Rourkela.

BETWEEN

The General Manager, Rampur, Colliery, Orient Area, Mahanadi, Coal Fields 'Ltd., PO: Brajrajnagar,

Dist: Jharsuguda. .. Ist Party.

AND

Sri Anirudha Mahanadia, S/o Tirtha Mahanadia,

PO: Lamtibahal, Khindapara,

Via: Brajrajnagar, Jharsuguda .. Hnd Party.

APPEARANCES:

For the Ist party.—None. For the IInd party.—In person.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Lisputes Act, 1947 have referred the following disputes for adjudication vide No. L-22012/564/94-IR (C-II) dt. 26-5-95:

"Whether the action of the management of Rampur Colliery, Mahanadi Coal Field Ltd., PO: Brajrajnagar, Dist: Jharsuguda, in terminating the services of Sri Anirudha Mahanadia, At: Khindapada, PO: Mamtibahal, Dist: Jharsuguda vide mahagement's letter dt. 13-7-92 was justified? If not, what relief the workman is entitled to?"

- 2. The case of the 2nd party workman, as per his statement of claim in short is that he was appointed as Badli Loader under the 1st party management on 27-11-78. On 13-7-92, as per the instruction of the Colliery Manager of Rampur Colliery the Mining Time Keeper verbally terminated the services of the 2nd party workman. The 2nd party workman made several representations to the 1st party management seeking to know the cause of his termination, but to no avail. So at last on 28-4-93 he brought this fact to the notice of Asst. Labour Officer, (C), Rourkela, after receiving the summon from the Asst. Labour Commissioner, (C) the 1st party management hastily conducted a departmental enquiry against the 2nd party workman on the false allegation of unauthorised absence. But neither any chargesheet nor any enquiry ntoice were served upon him. Further more, the enquiry report was not given to him.
- 3. It is the further case of the 2nd party workman that the 1st party management did not give him a notice in writing indicating the reasons for his retrenchment (termination). It also did not pay the salary in lieu of such notice violating the section 25-F of the I.D. Act.
- 4. As against this, the 1st party management in its written statement contended that the 2nd party workman was terminated from services of the company with effect from 13-7-92 on account of habitual absentism. On 13-11-91 the 2nd party workman was chargeshetted on the allegation of habitual absentism and was called upon to submit his written explanation within 3 days of receipt of the chargesheet. But he did not choose to submit any such explanation. So an enquiry officer was appointed to enquiry into the charges levelled against the 2nd party workman. Notices were issued to the 2nd party workman to attend the domestice enquiry. But he did not choose to remain present before the enquiry officer. So the enquiry was held exparte. The E. O. conducted the enquiry in accordance with the principles of natural justice and submitted his report to the 1st party management holding the 2nd party workman as guilty of the charge. After going through the enquiry report, the competent authority, concurred with it & terminated the services of the 2nd party workman vide order dt. 13-7-92 with immediate effect.
- 5. On the basis of the above pleadings of the parties, the following three issues are framed:
 - I. Whether the domestic enquiry conducted against the 2nd party workman is fair & proper?
 - II. Whether the action of the management in terminating the services of the 2nd party workman w.o.f. 13-7-92 was justified?
 - III. If not, to what relief the workman is entitled?
- 6. It is pertinent to mention here that the case was fixed on 26-3-98 for hearing. As the 1st party management did not appear on that date it was set exparte & the case was adjourned to 1-5-98 for exparte hearing. On 1-5-98 the 2nd party workman filed affidavit evidence with a prayer to accept the same & the prayer was allowed.
- 7. A domestic enquiry is said to be fair & proper, if there is no violation of principles of natural justice; there is prima facie case against the delinquent and the action taken against him is bonafide.
- 8. Natural justice demands that the enquiry officer must not be biased against the workman. n the present case, there is nothing in the record to show that the enquiry officer had any bone to pick up with the 2nd party workman.
- 9. Again natural justice demands that before a person is punished, he should be heard. In domestic enquiry, such hearing must be a personal hearing. In the present case, as found from the evidence on record, the 2nd party workman was not served with any chargesheer nor any enquiry notice. The domestic enquiry was conducted behind his back. So there is violation of principles of natural justice. fair & proper.

- 10. Issue No. II and III.—In view of any previous finding, it is held that the action of the management in terminating the services of Sri Anirudha Mahanadia, 2nd party workman vide management's letter dt. 13-7-92 was not justified. So the 2nd party workman is entitled to be reinstated with full back wages.
- 11. Therefore, it is held that the 2nd party workman is to be reinstated in service with full back wages. Accordingly the Award is passed exparte against the 1st party management. Parties to bear their own cost.

R. N. BISWAL, Presiding Officer

नई विल्ली, 24 ग्रगस्त, 1998

का. मा. 1856 मौबोगिक विवाद ग्रधिनियम, 1947 (1947 का 14) की धारा 17 के ग्रनुसरण में, केन्द्रीय सरकार ई.सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों भौर उनके कर्मकारों के बीच, ग्रनुबंध में निद्दिष्ट भौबोगिक विवाद में केन्द्रीय सरकार श्रौबोगिक श्रधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-98 को प्राप्त हुआ था।

[संख्या एल-19012/144/86-डी-IV(बी)] बी.एम. डेविड, डैस्क श्रधिकारी

New Delhi, the 24th August, 1998

S.O. 1856.—In pursunce of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M|s E. C. Ltd. and their workman, which was received by the Central Government on the 21-8-98.

[No. L-19012|144|86-D.IV(B)]B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference Nt. 64 of 1988

PARTIES:

Employers in relation to the management of Nimcha Colliery of Mis. E. C. Limited.

AND

Their workmen

FRESENT:

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE:

On behalf of Management: Mr. P. Banerjee, Advocate.

On behalf of Workmen: Mr. S. Kumar, Joint Sceretary of the Unipn.

STATE: West Bengal INDUSTRY: Coal

AWARD

By Order No. L-19012(144) 86-D.IV(B) dated 25th May, 1987 the Central Government in exercise of its powers under section 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

- "Whether the management of Nimcha Colliery of M|s. E. C. Ltd. was justified in superannuating Sri Khadan Manjhi, S. L. Fitter w.c.f. 31-1-1986? If not, to what relief the workman is entitled?"
- 2. The instant reference has arisen at the instance of Koyala Mazdoor Congress, Assansol (in short union) for referring the case of the concerned workman to the Age Assessment Committee for assessment of his age.
- 3. Union's case, in short, is that the concerned workman Khadan Manjhi was appointed in Nimeha Colliery in January, 1956 and became member of the Coal Mines Provident Fund on 27-8-1957 and continued to serve as a regular employee till 31-1-1986 when he was made to retire from service as he attained the age of superannuation. The workman raised objection against such superannuation but that went unheaded. The dispute was thereafter raised by the union and in the conciliation proceeding the management failed to produce the Form-B Register pertaining to 1956. They, however, produced a Form-B Register which was prepared after 1974 and in that Form-B Register the name of the concerned workman figured at Serial No. 40. The column regarding the date of commencement of employment in this register is found to be blank, but the column regarding "First date of appointment" was filed in by "November 1967" and column No. 4 by "M 30". It was noted that the original entry "November 1967" in column No. 9 was scored out and "January 1956" was recorded therein different ink and hand writing. union alleges that the scoring out was intentionally done by the management and "January 56" was substituted in its place. The union alleges that in fact the concerned workman was aged 30 in November, 1967 and because of the subsequent entry by striking out the original entry, he is made to loose about 11 years of service. In the identity card, the date of appointment of the workman has been shown as November, 1967 and on the protest of the workman the management corrected the date of appointment as January 1956, but did not correct the corresponding age which would have been corrected from 30 The management however, admitted before the A.L.C. that the date of appointment of the workman was January, 1956 when he became member of the Coal Mines Provident Fund. The union accordingly prayed for determination of age of the concerned workman by the Age Assessment Committee and also for payment of full back wages from the date when he was made to retire from service illegally.
- 4 Management of Nimcha Colliery of Mls. Eastern Coalfields Limited (in short management) has filed a written statement alleging, interallia, that the service of the workman Shri Khaden Manihi was taken over by the present management after the nationalisation of Nimcha Colliery with effect from 1-5-1973.

- · As per Form-B Register maintained under the Mines Act he was appointed by the erstwhile private management in January, 1956 and at that time his age was 30 years. In the Coal Provident Fund Scheme, the date of apptintment of the concerned workman has also been shown as January, 1956. Since the workman attained his age of superannuation on completion of 60 years of age, he was made to retire superannuate on 31-1-1986. Management thus asserted that the date of birth of the concerned workman was January, 1926 and he was 30 years old when he was appointed in January 1956. Management has also alleged that there is absolutely no scope for getting the age of the concerned workman determined by the Age Assessment Committee as the records maintained in the office clearly show that he attained the age of superannuation on 31-1-1986. Management accordingly prayed for dismissal of the case of the union-
- 5. Heard Mr. Banerjee, learned Advocate appearing for the management. It appears from the record that the case was initially fixed for argument on 19-6-1996 and since then the matter could not be heard as the union did not appear before the Tribunal. It further appears from the record that since 14-8-1994 none appeared on behalf of the union and no step was taken on its behalf in this case. As a matter of fact, the witness examined by the management in this case was not even cross-examined by the union. Since the union was neither appearing nor taking any step in the matter, Mr. Banerice, learned Advocate appearing for the management insisted that the case should be disposed by passing a 'No Dispute" Award. Both the parties, however having adduced evidence in this case, no question of passing a "No Dispute" Award can arise.
- 6. Since the Tribunal is to pass its Award in this matter in the circumstances stated above and since none appeared on behalf of the union even today that the Tribunal called upon Mr. Banerjee, learned Advocate appearing for the management to make his argument in this case.
- 7. Mr. Banerjee, learned Advocate appearing for the management drew my attention to Ext. M-1 which is xerox copy of the Form-B Register. This Form-B Register is a very important document and it maintains all the particulars of the workman. Item No. 40 of the Form-B Register records the age of the ctncerned workman as 30 years and his first employment was recorded as November 1967. It appears that the entry regarding the date of first appointment was scored out and "January 1956 as per P.F. records" was written there. There is no evidence on record to show when and how and by whom the original entry in the Form-B Register was struck out and something else was inserted there. Mr. Baneriee, learned Advocate for the management, however, wanted to show from the Provident Fund papers (vide Ext. M-4) that the workman admitted his age as 30 vears in January 1956. Here again, there is a confusion because it is not very clear whether it is January 1956 or January 1966. Mr. Banerjee also submilted with reference to Ext. M-3 which is the Provident Fund sheet from which it will appear that deduction was made from the salary of the concerned workman from January 1956 The concerned

workman also admitted in his evidence that he was appointed in 1956. The provident fund papers alongwith the admission of the concerned workman clearly shows that the date of the first appointment of the concerned workman was January 1956. The workman, however, having alleged that he was of 19 years of age at that time, the most important question for consideration is what will be his date of birth. I fail to understand why Form-B Register produced before this Tribunal records the age of the concerned workman as 30 years in November 1967 as per its original entry. There was no question of recording his age at that time when he had already served about 11 years.

- 8. Mr. Banerjee's contention in this matter is that the original insertion of November, 1967 in the said column of the Form-B Register was probably wrong and the first date of appointment of the concerned workman having been found out to be January, 1956, Form-B Register was rightly corrected as per record of the Provident Fund. I have already stated that there is absolutely no evidence on record to show how and in what circumstances and by whom the entries in the Form-B Register was made. Normally, if any entry is corrected by giving a back date, the other entries having relation to that entry should be recorrected by the corresponding back date. But the management remaining firm not to change the corresponding date regarding actual age on that year, a good deal of confusion is created in this matter regarding actual age of the concerned workman-
- 9. Since such confusion is not likely to be solved except by determination of the age of the concerned workman by the Age Assessment Committee that I have no other alernative but to refer the matter to the said Age Assessment Committee for assessment of his age.
- 10. Management is accordingly directed to form an Age Assessment Committee within 60 days from the date of the publication of the Award. Upon formation of such committee, the management shall direct the concerned workman to attend the same on the date fixed for his examination and if it is found by the Age Assessment Committee that the workman had been made to refire before the date on which he was due to retire as per the age determined by the said committee, the management shall pay the workman all his dues from the date of his premature retirement till his due date of retirement as to be fixed by the said committee.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer Dated, Calcutta,

The 11th August 1998.

नई दिल्ली, 26 ग्रगस्त, 1998

का. श्रा. 1857. - श्रींद्योगिक विवाद श्रधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार में. प्रहिसक कंस्ट्रक्शन कं. के प्रबंधतंत्र के संबद्ध नियोजको ग्रौर उनके कर्मकारों के बीच ग्रनबंध निर्दिष्ट भौद्योगिक विवाद में केन्द्रीय सरकार भौद्योगिक

श्रिधिकरण, सं. 2, मुम्बई के पंचपाट को प्रकाणित करती है, जो केन्द्रीयसरकार को 2.6⊶8⊷98 को प्राप्त हुन्नाथा।

> [सं. एस-29012/99/97-आई.भ्रार. (विविध)] बी.एम. डेविड, डैस्क प्रधिकारी

New Delhi, the 26th August, 1998

S.O. 1857.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No.-II, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ms. Ahinsak Construction Co., and their workman, which was received by the Central Government on the 26-8-98.

> [No. L-29012|99|97-1R(Misc.)] B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL **GOVERNMENT** INDUSTRIAL TRIBUNAL NO II MUMBAI PRESENT:

SHRI S. B. PANSE PRESIDING OFFICER

REFERENCE NO. CGIT-2|49 of 1998

Employers in relation to the management of Ms. Ahinsak Construction Company.

AND

Their Workmen

APPEARANCES:

For the Employer: No Appearance.

For the Workmen: No Appearance,

Mumbai, dated 10th August, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-29012 99 97 IR(M), dated 16-2-98 had referred to the following Industrial Dispute for adjudication:

- "Whether the action of M|s. Ahinsak Constructon Company in dismissing the services of Shri Shankar Mahadeo Ingole is justified? If not, to what relief the workman is entitled?"
- 2. After the service of the notice the management sent a settlement which was arrived between it and the workman by post. Nobody personally appeared in the court.
- 3. After ascertaining the correctness of the settlement which was received by this Tribunal by post a notice dated 16-6-98 was send to the workman. It

was duly received by him. He was asked by that notice to confirm the contents of the settlement. He was asked to do so on 17-7-98. On that day the workman remained absent. Hence the matter was adjourned till today. Today also he did not turn up. The party is from Chandrapur. It appears that as the matter is settled he did not thought it fit to attend before the Tribunal to confirm it. Under such circumstances I pass the following order:

ORDER

The reference is disposed off as settled.

S. B. PANSE, Presiding Officer.

नई विल्ली, 26 ग्रगस्त, 1998

का. था. 1858. — भौद्योगिक विवाद भ्रिधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. नारायण सिंह एण्ड को. के प्रबंधतंत्र के संबद्ध नियोजकों भौर उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट भौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक धाधकरण, सं. 1, मुस्बई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 26~8-98 को प्राप्त हम्रा था।

[एल-31012/11/97-फ्राई० म्रार० (विविध)] बी.एम. डेविड, डेस्म म्रधिकारी

New Delhi, the 26th August, 1998

S.O. 1858.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. I Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M|s. Narayan Singh and Co and their workman, which was received by the Central Government on the 26-8-1998.

[No. L-31012]11]97-IR(Misc.)] B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI PRESENT:

Shri Justce C. V. Govardhan, Presiding Officer.

REFERENCE NO. CGIT-3 OF 1998 PARTIES:

Employers in relation to the management of M|s, Narayan Singh and Co.

And

Their Workmen

APPEARANCES:

For the Management-No appearance,

For the Workmen-No appearance.

STATE—Maharashtra

Mumbai, dated the 5th day of August, 1998 2421 GI/98—9

AWARD

The Central Government has referred the following dispute pertaining to the workman and the employer for an award being passed by this Court

- "Whether the action of M's. Narayan Singh and Co. in terminating the 'service of Shri D. M. Dere, Dock Clerk w.e.f. 05-2-1990 without complying with the provisions of law is justified? If not, to what relie the workman is justified."
- 2. Notices have been sent to the employee as well as to the employer for filing the claim as well as written statement. Notices have not been served. Notices were again sent by registered post. Notices sent under registered post have been received back with an endorsement by the postal authorities as "Left".
- 3. On the date of hearing mentioned in the notice none appeared for the employee as well as for the employer. No material was placed before this Court for adjudicating this dispute and passing Award.

An award is passed dismissing the reference as not prosecuted.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 26 ग्रगस्त, 1998

का. आ. 1859.— श्रीशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार यूनाईटिड स्टीवाडोर्स एसोसिएशन श्राफ कोचीन प्रा. लि., के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट श्रीशोगिक विवाद में लेबर कोर्ट, एणीकुलम के पंचाट की प्रकाशित करती है, जी केन्द्रीय सरकार को 26-8-98 को प्राप्त हुआ था।

[सं॰ एल-35012/1/94-माई मुमार (विविध)] बी.एम. डेबिड, डेस्क मधिकारी

S.O. 1859.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Ernakulam, as shown in the Annexure in the industrial dispute between the employers in relation to the management of United Stevadors Association of Cochin (PVT) Ltd., and workman, which was received by the Central Govern-

ment on 26-8-98.

New Delhi, the 26th August, 1998

[No. L-35012|1|94-IR(Misc.)] B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

(Monday, the 13th day of July, 1998)

PRESENT:

Shri D. Mobanarajan, B.Sc., LL.B., Presiding Officer. Industrial Dispute No. 4 of 1994(C)

BETWEEN

The Administrative Officer, United Stevadores' Assocation of Cochin (P) Ltd., Subramanian Road, Door No. 24 589, Willingdon Island, Cochin-682 003.

AND

The Secretary, Cochin Port Labour Union (CITU), Willingdon Island, Cochin-682009.

REPRESENTATIONS:

Shri K. P. Vijayan, Advocate,

Southern Law Chambers, Foothokaran Buildings . . For Management. M.G. Road, Kochi-35 Sri. V. J. Mathew, Advocate. Manikkiri, M.G. Cross Road, Palimukku, Cochin682 016 . For Union

AWARD

The issue referred by Central Government as per order No. L-3501|1|94-IR (Misc.) dated 10-5-1994 is the following:

> 'Whether the action of the management United Stevadors' Association of Cochin (Private) Ltd., Cochin in denying leave to Shri, E. K. Kunjan Bava, General Pool Mazdoor for the period from 14-5-93 to 19-5-93 justified. If not, to what relief the workman is entitled to?"

2. When the case came up for evidence on 6-7-98, there was no representation from union. The failure of the union to prosecute the claim implies that it is no more interested in it. In the above circumstances, I am inclined to hold that there is no subsisting industrial dispute to be adjudicated upon-

In the result, the reference is answered holding that no industrial dispute is pending to be adjudicated.

Pronounced in open court on this the 13th day of Tulv. 1998. Ernakulam.

D. MOHANARAJAN, Presiding Officer

नई बिस्ली, 27 ग्रगस्त, 1998

का था . 1860 -- भ्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के ग्रनसरण में, कैन्द्रीय सरकार मेंटल वेयरगाउँ मिंग कार्पोरेशन के प्रवधतत के संबद्ध नियोजकों और उनके कर्मकारों के नीच, अनबंध में श्रीद्योगिक विवाद में केन्द्रीय सरकार जौद्योगिक निचिन्द्र' अधिकरण, कलकमा के पंचाट को प्रकाणित करती है, जो केन्द्रीय सरकार को 27-8-98 को प्राप्त हथा था।

> $[H. v_m - 15011/1/93 - x_1 s. x_1 v. (a a b)]$ बी,एम्. डेविड, डैस्क श्रक्षिकारी

New Delhi, the 27th August, 1998

S.O. 1860.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by Central Government on 27-3-98.

> [No. L-15011|1|93-IR(Misc.)] B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 19 of 1994

PARTIES:

Employers in relation to the management Central Warehousing Corporation.

AND

Their Workmen

PRESENT:

Mr. Justice A. K. Chakiavarty—Presiding Officer. APPEARANCE:

behalf of Management.—Mr. Arunava Ghosh, Advocate with Mr. D. Mukherjee,

On behalf of Workmen.—Mr. G. D. Mitra, Advocate.

STATE: West Bengal INDUSTRY: Warehouse.

AWARD

By Order No. L-15011¹1¹93-IR(Misc.) dated nil the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Central Warehousing Corporation, Calcutta in terminating the services of Shri Sushil Biswas, Casual Chowkidar w.e.f. 16-9-90 and the service of Shri Monoranjan Das casual Chowkidar, w.e.f. 1-5-90 are justified? If not, what relief the workmen are entitled?"

- 2. Instant reference has arisen at the instance of the Central Warehousing Corporation Union, Calcutta (in short 'union') for alleged wrongful termination of the services of two casual Chowkidars, namely, Sushil Biswas and Monoranjan Das by the management of the Central Warehousing Corporation, Calcutta (in short management).
- 3. Union's case, n short, is that Shri Sushil Biswas and Shri Monoranjan Das were appointed as employees at Central Warehouse, Sarkarpool, an unit

of the Central Warehousing Corporation and they continued to serve the said Corporation till their services suddenly terminated on 16-9-1990 and 11-4-1990 respectively by the management without payment of any compensation or notice pay. The concorned workmen requested the management for reinstating them as regular employees of the Corporation with retrospective effect without any effect. They thereafter sought for intervention of the Managing Director, Central Warehousing Corporation, but there too, they were not favoured with any reply. An industrial dispute was hereafter raised by the union on behalf of these workmen, but the conciliation having failed, the matter was referred to the Government for drawing up the reference. The union has further alleged that they were appointed by the Officer Incharge of the Sarkarpool Central Warehouse as helpers in jobs like cleaning of godown, spillage collection, restacking of oil tins and in other duty and they used to receive their wages monthly between 10 to 15 of the following month. Their last wages were Rs. 22,80p. per day. Their attendance used to be recorded in the muster roll. Biswas, one of the concerned workmen wrked casual workman from 1985 to 1990 and he completed more than 240 days' service in the year 1988. He had been terminated from service with effect from 16-9-1990 without any notice or compensation. The other casual workman, Monoranjan Das was engaged on 1-3-1986 and he worked till April 1990. He completed more than 240 days of service in 1987, 1988 and 1989. His service was also terminated with effect from 11-4-1990 without notice or compensation. The union has accordingly alleged that provisions of section 25F of the Industrial Disputes Act, 1947 having not been complied with in the case of termination of services of these workmen that the order of termination of their services was illegal, unjustified and void ab-initio. The union accordingly prayed for reinstatement with full back wages of these concerned workmen.

4. The management in its written statement has alleged that the concerned workmen were appointed on purely casual basis by the Manager of the local Warehouse to meet the temporary and unanticipated work for a particular period. The necessity for engaging them arose due to storage of edible oil at Sarkarpeol Warehouse. The two concerned casual workers were employed as and when required. to collect oil leakages from the oil containers. nature of the work used to be allotted to these casual workers were required only for very short period at the Warehouse Storage of edible oil having since been stopped there is no requirement for engaging The Corporation has surplus any casual worker. man power in the Calcutta region. It's regular employees have been offered Voluntary Retirement under the Voluntary Retirement Scheme and Many Group 'D' employees have accepted Voluntary Retirement These two concerned casual labourers were paid through contingent vouchers for the dates they actually worked. They had never worked for more than 240 days in a year. Management also alleged that these workmen were never in continuous service of the Corporation as per Section 25B of the Industrial Disputes Act, 1947 and hence the provisions of Section 25F of the Act has no application in their

cases. Management has farther alleged that regular employment in the Central Warehousing Corporation can only be done in accordance with the recruitment rules of the Corporation duly approved by the Government by notification in the Gazette and accordingly the concerned workmen are not entitled to be regularised in their services for the casual labour they rendered. Management also denied that the workmen used to be paid on monthly basis or their attendance were recorded in the muster roll. Management accordingly prayed for dismissal of the union's case as the concerned workmen have never rendered service for more than 240 days continuously in any year.

- 5. Uion has examined three witnesses, including the two concerned workmen. Only one witness was examined on behalf of the management. Certain documets were also produced by the management. No document was produced on behalf of the workmen.
 - 6. Heard learned Advocates on both sides.
- 7. Admittedly, the concerned workmen worked as casual labourers under the management. Their case, as stated above by me, is that they had worked for more than 240 days in a year during their period of employment from 1985 to 1996 which was emphatically denied by the management. To succeed herefore in this case, the union has got to show that the concerned workmen had been in continuous service for not less than one year under the management as required under section 25F of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act).
- 8. Since the principal contention of the parties centres round the question whether the concerned workmen had been in continuous service for not less than one year under the management, I am to refer the case of Mohan Lal v. Management of Bharat Electronics Ltd., reported in 1981 (1) LLJ 286 which lays down the law on this point in the following words: . . . It is not necessary for the purposes of subsection (2)(a) that the workman should be in service for a period of one year. If he is in service for a period of one year and that if that service is continuous service within the meaning of sub-section (1) his case would be governed by sub-section (1) and his case tetd not be observed by sub-section (2). Subsection envisages a situation not governed by subsection (1). And sub-section (2) provides for a ficin to treat a workman in continuous service for a period of ne year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered service for a period of 240 days during the period of 12 calendar menths counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in sub-section (2) (a) it is necessary to determine first the relevant date, i.e. the date of termination of service which is complained of as retrenchment. After that date is ascertained, move backward to a period of months just preceding the date of retienchment and then ascertain whether within the period of monhs, the workman has rendered service for period of 240 days. If these three facts are affirmatively answered in favour of the workman pursuant to the deeming fiction enacted in sub-section (2)

- (a) it will have to be assumed that the workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in section 25F."
- 9. Regarding performance of continuous service for not less than one year, there cannot be any question of either of these workmen performing continuous service for a period of one year as required under section 25B(1) as the case of the union in its written statement demolishes the claim of performance of one year's uninterrupted service. There is no averment in the written statement that these workmen had uninterruptedly worked from their date of appointment till their termination of services as required under section 25 ((1) The averments of the union in the written statement in this regard and the two letters of the workmen, marked Exts M-3 and M-4 in which the days of work alleged to have been performed by these two workmen had been given, leave no room for doubt that these two workmen had not rendered uninterrupted service for any year as required under section 25B(1) of the Act. The alleged dates of appointments of the concerned workmen have not been proved by production of any documents as the workmen admitted that no appointment letters were issued in their favour. The workmen further admitted that they have nothing in their possession to show that they rendered uninterrupted service from 1985. As a matter of fact, no document was produced, by either of the parties supporting the case of the union that they served from 1985. The only paper available in this matter from the management are the attendance register and money receipts showing that they rendered service for some days in 1989 and 1990. In the absence of any other paper or any cogent evidence in favour of the concerned workmen that they rendered service as alleged by them, I am to hold on the basis of the papers produced by the management that they served for some days in 1989 and 1990. The union accordingly has failed to prove that the concerned workmen had been in continuous uninterrupted service for not less than one year as understood under section 25B(1) of the Act.
- 10. The point that is to be considered next is whether the concerned workmen can be deemed to have rendered continuous service for not less than one year as understood in section 25B(2) of the Act. For this purpose, the determination of the dates of termination of their services shall be necessary. In the written statement of the union the dates of termination of service of Sushil Biswas and Monoranjan Das have been stated to be 16-9-1990 and 11-4-1990 respectively. Calculation of service for the purpose of section 25F of the Act has got to be considered backwardly for a period of one year. In so far as Sushil Biswas is concerned, it will appear from Ext. W-3 that upto 15-9-1990 he rendered service for 90 days The date 15-9-1990 being short of three and half months in a year, it was not possible for the concerned workman to render 240 days service because even assuming that he had rendered service during the remaining three and half months, the total period of his service could not be more than 195 days in the year under any circumstances. It however appears from the attendance register that he worked upto 20-6-1990 and from the money receipts the last day of his work for which he obtained payment was 29-11-1990. Similarly, in the case of Monoranjan Das it appears that he worked upto 30-4-1990 as per his letter Ext. M-4, but from the attendance register it appears to be 20-6-1990 and from the money receipts produced by the management it will appear that he worked upto 29-11-1990. Amidst these all along confusion, it is very difficult to calculate the actual number of days worked by the concerned workmen. It must be noted in this connection that in calculation of the days worked under section 25B(2)(a) of the Act, the days actually worked by the workmen under the employer should be taken into consideration. This Tribunal has tried to calculate the days actually worked by the concerned workmen on the basis of the documentary evidence, ever though that is directly against the case made out by the union in the written statement in this matter. Such calculation also has not shown that the concerned workmen had worked for 240 days in the preceding 12 calendar months from the date of their termination of services.
- 11. The union, therefore, thus having hopelessly failed to converthat the concerned workmen had been in continuous terrice for not less than one year under their employer, the

- management cannot be held guilty for not issuing notice and paying compensation to the concerned workmen as required under section 25F of the Act as the essential condition of the period of service as required under this section to be put in has not been proved in this case.
- 12. Management's further case that the concerned workmen used to be appointed for the purpose of collection of oil leakage from the oil containers for a short period of time as the management did not keep its stock intact and that subsequently the management has ceased to deal with any edible oil also requires consideration MW-I, an employee of the management stated in his evidence that as the Corporation has ceased to keep stock of edible oil that the services of the concerned workmen were no longer required. This point was not traverssad in the cross-examination of this witness. It is therefore, clear that the nature of the job of the concerned workmen being not regular and their engagement being merely on casual basis, the management rightly terminated their services when the necessity for employing them ceased to exist.
- 13. Mr. Ghosh, Learned Advocate appearing for the man-tement, lastly submitted with reference to the case of agement, lastly Himanishu Vidyarthi v, State of Bihar, reported in 1997 Lab. I.C. 2075 that the concerned workmen being not industrial workers and that their services being need based, their termination of services cannot be said to be retrenchment. I am not in a position to agree with Mr. Ghosh in this point as no objection was taken in the written statement of the management that Central Warehousing Corporation is not an industry and that there is absolutely no evidence that it is not an industry. It does not require to state that no workman is employed by any company if there is no need for such appointment. In a sense, therefore, all appointments as casual labourers must be considered to be need based. The employer is at liberty to terminate their services after due compliance of section 25F of the Industrial Disputes Act, 1947), if such workmen had been in continuous service for not less than one year. In the instant case, I have shown that such service was not rendered by either of the workmen. That being so, the termination of the services of the concerned workmen without notice and compensation cannot be said to be violative of the provisions of that Section of the Act.
- 14. Before parting with this case, I am to mention that the business of the management is not now in sound position to accommodate the surplus workmen. It will appear from the evidence of MW-1, Samir Ranjan Sengupta that no new appointment is made after 1990 as the management is having surplus staff. From the written statement it appears that the management started retiring employees prematurely under Voluntary Retirement Scheme. Judged from that view point and also the fact that the management is no longer dealing with edible oil, the termination of the services of the concerned workmen cannot be said to be unjustified.
- 15. So, upon consideration of the relevant facts and circumstances as well as the position of law in this matter, I am of the opinion that the action of the management of Central Warehousing Corpration, Calcutta in terminating the services of the concerned workmen cannot be said to be unjustified and such termination is not liable to be challenged for violation of Section 25F of the Industrial Disputes Act, 1947. The workmen accordingly shall not be entitled to any relief.

This is my Award. Dated, Calcutta, The 17th August, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 27 धगस्त, 1998

का. थ्रा. 1861—श्रीशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के भ्रनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक भ्रोफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों भीर उनके कर्मकारों के बीच, भ्रनुबंध में निर्दिष्ट भौशोगिक विवाद में केन्द्रीय सरकार भौशोगिक भ्रिकरण

कलकत्ता के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-98 को प्राप्त हुआ था।

> [सं. एल-12012/206/96-माई म्रार (बी.-II] सी. गंगाधरन, डैस्क म्रधिकारी

New Delhi, the 27th August, 1998

S.O. 1861.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 27-8-1998.

[No. L-12012|206|96-IR(B-II)] C. GANGADHARAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 30 of 1997

PARTIES:

Employers in relation to the management of Central Bank of India.

AND

Their workmen.

PRESENT:

Mr. Justice A. K. Chakravarty,

.... Presiding Officer

APPEARANCE:

On behalf of Management: Mr. S. Das, Assistant Manager of the Bank.

On behalf of Workman: Mr. M. Bhunia, Vice President of the Union.

STATE: West Bengal INDUSTRY: Banking

AWARD

By Order No. L-12012|206|96-IR(B-II) dated 22|28-7-1997 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the demand of Central Bank of India Employees' Union for grant of annual increment to Sh. Shymal Sunder Mukherjee from September every year instead of January every year and also fixation of his pay to Rs. 580 instead of Rs. 500 as per 4th Bi-partite agreement

is justified? If so, to what relief the said workman is entitled?"

- 2. Instant reference has arisen at the instance of Central Bank of India Employees' Union, West Bengal (in short union) challenging the wrongful fixation of pay on promotion and also the month of annual increment of Shri Shymal Sunder Mukherjee an employee of the Central Bank of India (Bank in short).
- 3. Union's case, in short, is that the concerned workman was appointed as a subordinate staff by the Bank on 14-9-1981 and he obtained his promotion from the said post to the post of Clerk with effect from 1-1-1987 and accordingly he was allowed increment in January every year since his promotion as Clerk. Union alleges that in terms of 4th Bipartite settlement which provides for the fixation of pay and date month of annual increment, the pay of the concerned workman ought to have been fixed at Rs. 580 on his promotion and the month of his annual increment should have been September each year. The Bank, however, having fixed his pay at Rs. 550 on his promotion and also having fixed the month of annual increment in January each year, the concerned workman made representation to the management against the same, but the Bank rejected the representation. The union thereafter took up his case, raised an industrial dispute and the matter was ultimately referred to this Tribunal for adjudication by the Central Government.
- 4. Management did not file any written statement inspite of several opportunities being granted for filing the same. Since long time was taken by the management, this Tribunal saddled the management with cost as condition precedent for filing the written statement. Inspite of such direction, the management having failed to take any step, this Tribunal has no other alternative but to hear the union exparte for disposal of this case.
- 5. Several documents have been filed on behalf of the union and it examined the concerned workman as witness.
- 6. The union has produced 4th Bipartite Settlement and on perusal of the terms of the said agreement, it will appear that the union was justified in claiming that the pay of the concerned workmen ought to have been fixed at Rs. 580 in the minimum on his promotion and his month of annual increment should remain unchanged in the month of September every year.
- 7. The concerned workman, Shri Shymal Sunder Mukherjee accordingly shall be entitled to get his annual increment in September instead of January every year and his fixation of pay should be at Rs. 580 instead of Rs. 550 on 1-1-1987.

8. The Bank is accordingly directed to refix the date of annual increment of the concerned workman on promotion and his pay in the manner as stated above.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer Dated, Calcutta,

The 13th August, 1998.

नई दिल्ली, 31 अगस्त, 1998

का.आ. 1862. — मौद्योगिक विवाद अधिनियम, 1947 (1947. का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट भौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक अधिकरण 1, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-98 को प्राप्त हुआ था।

[सं. एल-17012/6/96-आई.श्रार. (बी.-II)] सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 31st August, 1998

S.O. 1862.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-I, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 28-8-1998.

[No. L-17012/6/96-IR (B-II)] C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-1 AT HYDERABAD

PRESENT:

Sri C. V. Raghavaiah, B.Sc., B.L., Industrial Tribunal-I, Hyderabad.

Dated, Thursday, the 23rd day of July, 1998 Industrial Dispute No. 22 of 1997

BETWEEN

Sri P. Sreehari, H. No. 11-2-57/12, Shivajinagar, Siddipet, Medak District . . Petltioner/workman

AND

Sr. Divisiona IManager, Divisional Office,
 Life Insurance Corporation of India,
 1-8-179, Lakhpath Buliding,
 Sarojini Devi Road,
 Secunderabad-500003 ... Respondent/Management

APPEARANCES:

Sri K. Subash Reddy, Advocate—for the petitioner. Sri G. Vanugopal Rao, Advocate—for the respondent.

AWARD

The Government of India by its Order No. L-17012/6/96-IR (B-II) dated 27-5-97 made this reference U/s. 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 hereinafter called the Act for adjudication of the industrial dispute where the control of the industrial dispute the control of the control of the industrial dispute the control of the control

"Whether the action of the management of LIC of India in terminating the services of Shri P. Srihari, Ex-temporary sub-staff w.e.f. 14-11-94 is legal and justified? If not, to what relief the said workman is entitled?"

The reference was registered as I. D. 22/97. On being served with notices, both the parties appeared through their counsels and filed their pleadings.

The petitioner workman filed a claim statement with the following allegations. He was originally appointed as substaff (Attender) in the office of the Branch Manager, LIC of India, Siddipet, Medak District on 7-10-92 on daily wages and he was continued upto 14-11-94 without any break. He was discharging duties to the utmost satisfaction of the superiors but he was informed on 14-11-94 by the Branch Manager that his services are no more required in the bank. Thus, he was orally terminated from services with effect from 14-11-94. According to petitioner, his termination from service orally is illegal as no charge sheet was given to him, no notice or notice pay was given and no enquiry was conducted against him and further has rendered unblemished services. He further contended that after he was terminated from service, the respondent LIC appointed new persons without extending opportunity to him as per Section 25-H of the Act and rules framed thereunder. Further juniors of the petitioner are continuing in service. The petitioner further contended that he could not secure any alternative employment inspite of his best efforts and he is suffering both mentally and financially due to unemployment and that inspite of repeated representations, the respondent LIC did not take him into service consequently, he filed a petition before the Regional Labour Commissioner (Central) Hyderabad against the respondent LIC Branch, Branch Manager, LIC of India. On 31-5-95, the Sr. Divisional Manager of the respondent filed parawise remarks before the Regional Labour Commissioner, who has sent report of failure of conciliation. Leading to this reference, the petitioner has thus contended that the oral order terminating his services with effect from 14-11-94 is liable to be set aside with continuity of service with full back wages and attendant benefits.

3. The respondent LIC filed a counter contending interalia that the recruitment of staff in the respondent organisation is governed by LIC of India recruitment (Clause 3 and 4 staff) instruction 1993, pending said recruitment, the exigency of administration called for adhoc and temoprary appointments. But after issuing of above instructions which have statutory in nature and have force of law as they are approved by the Supreme Court of India, recruitment has to be done by advertising in newspapers, inviting applications from eligible candidates holding a pre-recruitment written test followed by oral interview, preparation of panel/ranking list of selected candidates. It has however ever admitted that the petitioner has worked as casual Labour on daily wages basis from October '92 to November '94 intermittently that no letter of appointment was issued and his services were terminated with effect from 14-11-94. According to the respondent no temporary employee can claim regularisation unless he comes through the process of selection mentioned above and his only right is to compete alongwith other eligible candidates, and as the petitioner was not appointed to the post according to rules but on daily wage basis, his service is not entitled to be regularisation and the question of giving notice of retrenchment and payment of compensation does not arise in case of the petitioner whose services were utilised only as casual labour, as such the provisions of Industrial Disputes Act, 1947 did not apply to it. It is also contended that being casual labour, question of issuing charge sheet, conducting enquiry, Issuing notice and paying wages in lieu of notice would not arise and that the termination of the service of the petitioner would not amount to retrenchment. It admitted that the petitioner approached the Regional Labour Commissioner who has reported failure of the cancillation proceedings. It finally contended that as retion in disengaging the petitioner who is daily wage labourer is valid and as he has not been a

- 4. In view of the above contention of the parties, the following point arise for consideration:
 - "Whether the action of the management of LIC of India in terminating services of Sri P. Srihari, Ex. temporary sub-staff w.e.f. 14-11-94 is legal and justified? If not, to what relief the said workman is entitled to?"

- 5. Point.—In support of the contention, the petitioner examined himself as WW-1 and Ex. W-1 parawise remarks filed by the respondent before the labour commissioner is marked. The respondent examined its Administrative Officer as RW-1 and marked through him Ex. M-1 minutes of discussion held on 23-8-95 before the Asst. Labour Commissioner Central, Hyderabad. Ex. M-2 bunch of vouchers numbering 28 and Ex. M-3 rules relating to recruitment of temporary and regular employees by the respondent corporation.
- 5a. The petitioner is seeking his reinstatement as sub-staff in the respondent corporation and payment of back wages and awarding of attendant benefits on the ground that his services has been orally terminated though he worked continuously from 7-10-92 to 14-11-94 to the utmost satisfaction of the superiors without following the procedure prescribed U/s. 25-F and though new persons were appointed in his place after terminating his services and that they are continuing in service. Thus according to him his service are liable to be regularised deeming that he is continuing in service. The respondent on the other hand contended that the petitioner is only a casual labourer engaged on daily wages as such he is not entitled for regularisation of service as per recruitment rules framed for appointment of regular and temporary candidates. Before the reference is made the petitioner approached labour commissioner before whom the management filed Ex. W-1 parawise remarks and the Labour Commissioner reported failure of conciliation under Ex. M-1
- 6. It is beyond doub! that WW-1 worked only as casual labour on daily wages as the same was admitted by himself and spoken to by RW-1. The evidence on record further disclosed that he worked for more than 240 days in calender year from the date of termination counted backwards. It is also beyond dispute that he was appointed initially on 7-10-92 and continued in service upto 14-11-94 that no order of appointment was issued to him and similarly he was asked to stop from ettending to work from 14-11-94 orally. Ex. M-2 is the bunch of vouchers which substantiate the case of the petitioner that he worked for 623-1/2 days actually excluding the public holidays and Sundays. It has been elicited in the cross examination of RW-1 that total number of days from 7-10-92 to 14-11-94 is 742 days. He has stated that from 1-10-92 to 30-9-94 the total number of days is 730 days and if 12 days in the month of November was added, total number of working days would come to 742 and out of them 63 days are of either Sundays or public holidays in a year and for 2 years it would come to 126 days and if these 126 days are excluded from the total days of 742, the period actually worked by the petitioner would come to 623-1/2 days. Ex. M-2 bunch of vouchers also would go to show that the petitioner has been working continuously from 7-10-92 to 14-11-94 but not intermittently with break as alleged by the respondent. Though RW-1 tried to say that out of 28 vouchers marked as Ex. M-2, 4 vouchers do not belong to the petitioner, but alleged shifting charges paid to other employees. Even if the above 4 vouchers are taken out of consideration, there can be no doubt that the netitioner has worked for 240 days continuously in a columber year from the date of formination within the meaning of Section 25-B(2)(a)(II) of the LD. Act. Admittedly, on notice of termination was given or any payment was made in lieu of notice or retrenchment allowance noid which are conditional precedents as per Section 25-F of the LD, Act,
- (7) But the question is whether the termination of the service of the netitioner if the is a casual labour on daily wages amount to retrenchment within the meaning of Section 2000 of the LD. Act. Only in the event of his termination being trented as retreachment Section 25-F of the FD. Act or Section 25-H and G rules 77 and 78 of the LD. Act come into play.

- (8) Relying on the decision in the case of K. Achyuttha Ramaiah vs. Sr. Divisional Manager 1996 IV ALD 815, the learned counsel for the petitioner strenuously contended that as the petitioner worked for more than 240 days continuously his termination from service and appointing new persons in his place instead of regular candidates would amount to unfair labour practice as such the petitioner is liable to be reinstated and his services have to be regularised as contended as in the said case though employee worked only for 120 days with short period of breaks in between it has been held that the employee shall be deemed to be continued in service and the respondent corporation was directed to allow the petitioner/employee to work on the job for which he had been appointed on temporary basis.
- (9) The learned counsel for the respondent however contended that as the petitioner is only a casual labour and employed on daily wages depending upon the exigency of service pending recruitment of regular employees as per Ex. M3 instructions which have been approved by the Honble Supreme Court, the above ruling has no bearing on the facts of the case. He further submitted that it has not been proved that the petitioner has been been by another employee temporary replaced contrary to Part IV LIC (Employment of Temporary Staff) instructions 1993 so that the action of the respondent in terminating services of the petitioner can be held to be as unfair labour practice. In support of this contention that the casual labour or temporary employees irrespective of period for which they worked cannot seek for regularization of service if they are appointed contrary to the recruitment rules and if they are not sponsored by the employment exchange. He placed reliance on a recent decision of our High Court in the case of Insurance Corporation Employees, Hyderabad vs. Union of India and others 1998 (3) ALT page 429 in W.P. 429 and 9431/97 delivered on 29-12-1997 reviewing the entire case on the point. He also placed reliance on another recent decision of our High Court in the case of S. Ravinder Vs. Regional Manager, LIC and others in W.P. No. 15407/98 which was dismissed at the admission stage on 10-6-1998. He submitted that in the former case though the petitioners have worked for more than 6 or 7 years as clerks temporarily it was held that they are not entitled for regularisation of service as they are not appointed following rules of recruitment framed in the year 1993 which was approved by the Supreme Court of India. He has also placed reliance in a decision of Supreme Court in H. Kumar Vidyorthi vs. State of Bhar in 1997 (4) Supreme Court cases 391 in support of his contention that the terminaton of the service of casual labours engaged on daily wages cannot be termed as retrenchment as they have no right to post if available and as they are not appointed according to rules against any post but according to need of the work as such they have no right to post, but according to need of the work as such they have no right to post.
- (10) On a careful consideration of the decisions cited by the learned counsel I am inclined to accept the contention of the learned counsel for the respondent that the petitioner is not entitled for reinstatement, back wages, attendent benefits as he was appointed only as casual labour on daily wages but not appointed according to rules against any post, but as per the need of the work and in view of Ex. M3 rules of recruitment of regular and temporary staff, it is in the evidence of RW1 that the petitioner WW1 was engaged depending upon the need of the work and he was not replaced by any new temporary employee and new persons are appointed only after following the instructions given in Ex. M3. I am of the view that decision relied on by the learned counsel for the petitioner is not applicable to the facts of the case though some case law was reviewed in that decision. The facts of the above case would clearly go to show that after termination of temporary worker new temporary staff was recruited in his place. Thus it is a case of replacement of temporary employee by an other temporary employee which is contrary to the instructions mentioned in Ex. M3 relating to recruitment of temporary or the regular employees by the Insurance Corporation. In that view of the matter, it was held that the petitioner in that writ petition is entitled for reinstatement, continuity of service and other attendant benefits as the action of the respondent LIC amounted to unfair labour practice which is not present in this case i.e. replacement of one temporary employee by another temporary employee and the court also took into consideration the decision of the Supreme Court in the case of Jacob M. Puthlperumbil vs.

Kerala Water Authority AIR 1990 SC 2228 wherein it has been held "it is unfair, unreasonable to remove people from service who have been rendering service for some time as to such removal has senious consequences. The family of the employee which has settled down and accommodated its needs to the emoluments received by the bread-winner would face economic ruination if the job is suddenly taken away and further he would have become age barred for securing job elsewhere".

(11) But as per the latest decision of the Supreme Court, relied on by the learned counsel reported in 1997 (4) Supreme Court, cases 391 cited supra dispensing with the service of persons engaged on daily wages would not amount to retrenchment as they were not appointed according to rules against any posts but were appointed according to need of the work and hence they have no right to post as such their termination from the service would not enable them to seek for reinstatement. Further in a recent decision of our High Court relied on by the learned counsel for the respondent reported in 1997 (3) ALT page 429 cited supra the entire case law on the point was reviewed and it was held that even if person works for 10 years as temporary staff he is not entitled to be regularised if appointment is not according to the rules. A perusal of the above judgment would show that in respect of regularisation of temporary employees appointed after 20-5-85 a reference is pending before the Central Industrial Tribunal, New Delhi. The above Writ No. 429/97 was filed by the Insurance Corporation Employees. Hyderabad for their regularisation or retention in terms of the above dispute in National Industrial Tribunal. From the facts narrated in the above case it would appear that earlier on a reference by the Central Government to the National Industrial Tribunal with regard to regularisation of staff appointed on adhoc basis, an award was passed on 17-4-86 by justice Tulpele. The said award was challenged in W.P. No. 801/86 in Bombay High Court. But the Award was referred for interpretation to National Tribunal presided over by instice Jamadar in an Award on 26-8-88. Aggreeved by both the awards S.L.P. No. 14906/88 was filed in the Supreme Court. Pending the said proceedings representation was made by both the parties that amicable settlement was likely to be arrived at that on 21-1-89 an application was filed in the Sunreme Court to dispose of SLP in terms of compromise but in March, 1989, the Supreme Court allowed the parties to implement the terms of compromise as interim measure. Subsequent to the above interim order writs were filed in several High Courts. Hence, finally another reference was made by the Central Government on 4-3-91 and it is still pending adindication before the Central Industrial Tribunal. A scheme was framed which was approved by Supreme Court with regard to persons who are appointed subsequent to 23-10-92 while the awards passed by Justice Tulpele and Jamadar are in respect of persons employed from 1-1-82 to 20-5-85. The scheme arrived at in concurrence with Supreme Court, is colled as Life Insurance Corporation of India (employment of temporary staff) instructions, 1993. As per the said scheme all those temporary employees who have worked for 85 days in any consecutive 2 calendar years in the Life Insurance Corporation between 20-5-95 until date and who confirmed to the required elimibility criteria for regular recruitment on the dates of their initial temporary employment will be permitted to compete for the next regular recruitment to be made by the LIC after regular recruitment for these posts. Currently, scheduled for November 1992 and these candidates will be considered on their merits with all other candidates who may apply for such appointment and these candidates will be given are relaxation and if they are otherwise eligible. they can apply for regular recruitment in normal course pending recruitment of regular employees.

(12) The petitioners and others were taken as casual labours on daily wages in 1992 pending regular recruitment. After the above instructions were issued in 1993, the appointments have to be made by following the procedure prescribed therein i.e. by way of calling for applications, scrutinising them, notifying vacancies to the employment exchange holding written and oral tests and preparing panel. Ex. M3 instructions provides procedure for employment of temporary staff in Class III and Class IV posts. As admittedly the petitioner was not appointed in accordance with the procedure but as a desiral labour on daily wages, he cannot claim to be absorbed. It has been held in the case of Arundhati Pergunakar Vs. State of Maharashtra AIR 1995 S.C. 962 referred to in a decision relied on by the 'earned counsel for the petitioner

it is what held that the temporary employees has to satisfy following 3 conditions before their service could be regularised (1) the original appointment must have been made in confirmity with relevant recruitment rules and the prescribed method of recruitment. The other two conditions are he should have produced the requisite physical fitness certificate and he must have possessed good record of service. If the above conditions are not satisfied, the eligibility and continuous working for how so ever long period should not be permitted to over reach the law. Requirement of rules of selection through commission should not be substituted by human consideration "Law must take its couse". Consequently the appellant in that case is therefore not entitled to claim that she should have been deemed to have been regularised as she has been working without break for 9 years". Thus it is obvious from the above decision that even if the temporary employee works for pretty long period and if the original appointment is not made in confirmity with relevant rules of recruitment he cannot seek for regularisation of service.

- (13) As already observed, the termination of service of petitioner being a casual labour on daily wages cannot be said to be retrenchment within the meaning of Section 2(00) as Section 2(0) clause (bb) is attracted and further rules of recruitment were framed as per the scheme in the year 1993.
- (14) Hence, on a consideration of material placed on record and the case law on the point, I am of the view that the petitioner is not entitled to relief of either renistatement, absorption or regularisation with back wages and attendant benefits. But I am of the view as the adjudication is pending before the Central Industrial Tribunal, the petitioner is entitled to benefit of the Award as and when it is passed, in case it confers benefit on casual labour and temporary employees; I however feel that it is non-desirable to grant any direction for the continuity of the petitioner, as selected candidates were already said to have been given appointment orders. reference is hence answered accordingly against the netitioner by holding that the termination of his service with effect from 14-11-1994 by the respondent Life Insurance Corporation is justified, as he is only a casual labour and his appointment was not made against any regular appointment or in confirmity with the instructions regarding the recruitment of temporary employees mentioned in Fx. M3. The point is answered against the petitioner.
- (15) In the result, the reference is rejected by holding that the petitioner is not entitled to any of the directions sought for.

Dictated to the Sr. Stenographer, transcribed by her, corrected by me and given under my hand and the seal of this Tribunal, this the 23rd day of July, 1998.

C. V. RAGHAVAIAH, Industrial Tribunal-I

APPENDIX OF EVIDENCE

Witnesses examined for the

Witnesses examined for the

petitioner:

respondent:

WW1: P. Sri Hari.

MW1: K. Nageshwar Rao.

Documents marked for the petitioner/workman:

Ex. W1: Reply dt. 1-6-95 of the respondent before RLC, Central filed by the Sr. Divisional Manager of LIC.

Documents marked for the respondent:

Ex. M1: Minutes of Discussion held on 23-8-95 before the Assistant Labour (C)-II. Hyd.

Ex. M2: Bunch of vouchers (Number in 28).

Ex. M3: Rules relating to recruitment of temporary and regular employees.

नई दिल्ली. 31 भगस्त, 1998

का. भा: 1863 .-- श्रीकोणिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सारकार में प्रा बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध **नियो**जरीं छोर उनके कर्नकारी के बीच, श्रनबंध में निविद्य प्रौद्योगिक विजाद में केन्द्रीय सरकार श्रीद्योगिक इधिकरण, 1, हैवराबाद के पंचाट की प्रकाशित करती है को केन्द्रीय सरकार को 28-8-98 को प्राप्त हमा था।

> [सं. एल-12012/226-228/89-न्याईमार (वी-II)] सी, गंगाधरम, डैस्क अधिकारी

> > New Delhi, the 31st August, 1998

S.O. 1863.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government Government hereby publishes the award of the Central Industrial Tribunal-I, Hyderabad as shown in the Annexure, in the Industrial Dispute Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 28-8-98.

> [No. L-12012/226-228/89-IR(B-II)] C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Sri C. V. Raghavaiah, B.Sc., B.L., Industrial Tribunal-I, Hyd., Dated, Wednesday, the 22nd day of July, 1998

Industrial Dispute No. 48 of 1997

BETWEEN

Smt. M. Rajbhavani, W/o. Sh. M. Ramaseshu. D. No. 18-2-3, 1st Cross Road, Kedareswarpet, Vijayawada-520 003. . . . Petitioner/

Workman.

AND

The Divisional Manager. Central Bank of India, Zonal Office, Benz Circle, Vijayawada-520 010. Respondent/

Management.

APPEARANCES:

Sri A. K. Jayanrakash Rao, Advocate-for the petitioner. Sri R. Muralidhar, Advocate-for the Respondent.

AWARD

The Government of India by its Order No. 1.-12012/226/ 228/89-IR(B-II) dated 31-7-97 made this reference U/s, 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 hereinafter called the Act for adjudication of the Industrial Dispute mentioned in the schedule which reads as follows:

Whether the action of the management of Central Bank of India, Vijayawada was justified in terminating the services of Smt. M. Rajbhavani ? If not, to what relief the said workman is entitled?

The reference was registered as I.D. 48/97. Both the parties appeared and filed their pleadings

2. The petitioner workman filed the claim statement with the following allegations:

2421 GI/98-10

The workman Sri Rajbhavani was appointed as temporary clerk in the respondent bank for a period of 20 days from 4-4-75 as per order dt. 4-4-75 issued by the Divisional Office at Hyderabad. She was again appointed temporarily from 28-4-75 to 27-5-75 and another order was issued by the Government Branch of Vijayawada. Though further appolitiment order was not given she continuously worked from 0-4-75 to 5-8-75. But her service was terminated illegally without giving any notice as contemplated in the appointment order as per which 14 days notice or payment in lieu thereof is prescribed. The respondent bank retained several employees in service who were juniors to the petitioner by terminating her service. Thus, the action of India. the respondent Divisional Manager, Central Bank of India is illegal, contrary to law and in violation of Sec. 25-G and rules 77 and 78 of the Industrial Disputes Act. Further the respondent has not published any seniority list of temporary clerks while terminating their service. Thus acted contrary to the Sastry Award. The respondent further appointed number of employees of fresh after terminating the service of the petitoner without offering employment to her while recruiting new employees as per Sec. 25-H of the Industrial Disputes Act. Being aggreed by the action of the respondent, the petitioner and some other employees filed a Writ Petition No. 4482 1982 in the Hon'ble High Court of Andhra Pradesh. The same was allowed on 17-2-86. The Writ Appeal No. 791/86 filed by the respondent was also dirmissed on 28-11-86 and it is observed in the judgement of the Writ Appeal that the petitioner can approach the appropriate authority for seeking redressal of grievances. Pursuant to the said observation or direction. The petitioner moved the conciliation officer. As the Government of India refused to refer her dispute for adjudication to Industrial Tribunal; She filed W.P. 17581/93 in the High Court and the same was allowed with a direction to the Government of India to refer the dispute for adjudica-Purusant to the sald direction, the Central Government has referred this dispute for adjudication to this Tribunal. The petitioner thus contends that the action of the respondent in terminating her services and in not considering her care by filling up new vacancies and in retaining omployees junior to her while terminating her services is arbitrary and discriminatory, as such the order terminating her service is liable to be set aside and the respondent may be directed to reinstate her into service with full back wages and all other attendant benefits as she could not secure any alternative employment inspite of her best efforts. She thus prayed for answering the reference in her favour with the above directions, to the respondent.

3. The respondent bank filed a counter contending interalia that the petitioner worked on temporary basis only for a of 117 days and as she has not worked for period of 240 days in 12 months and as such the provisions of Sec. 25-B of the Industrial Disputes Act do not suply to the case and she cannot seek relief under the above provision, as the termination of her service would not come under the category of retrenched employee as defined in Sec. 2(00) of the LD. Act. According to the rescondent as the petitioner was announted for a specific period. Her service stands terminated after expiry of specified period of the last appointment order and that hence she is not entitled to any other benefits U/s 25-A to 25-I under Chapter V of the I.D. Act, 1947. It was however admitted that the petitioner filed W.P. 4482/82 for giving direction to the respondent bank to follow the procedure laid down U/s. 25-H of the l.D. Act and the same was allowed and that the Writ Appeal filed by it was dismissed with a direction to give preferential treatment to the petitioner and other employees who filed the Writ to any temporary appointment if such vacancies exist or arise in future. It further contended that as against the order of High Court in W.A. No 791/85 the bank preferred Civil Appeal No. 1811/92 to the Supreme Court and the same was allowed. According to the respondent the dispute raised by the petitioner herein has been substantially and finally decided by the Supreme Court of India as such the judgement in Civil Appeal No. 1811/92 operate as res-judi-ata. Hence, the reference is not maintainable. The respondent thus prayed for rejecting the reference.

- 4. In view of the above contention, the following point arises for consideration:
 - "Whether the action of the management of Central Bank of India, Vijayawada is justifled in terminating the service of M/s. M. Rajbhavani. If not to what relief the said workman is entitled?"
- 5. Point: The petitioner workman examined herself as WW1. She filed Exs. W1 to W4. No oral evidence was adduced on behalf of the respondent bank but Exs. M1 to The petitioner M8 are marked on its behalf with consent. contended that though she has been appointed temporarily for a specific period under Ex. W1 and W2 orders dated 4-4-75; and 20-4-75, she continued in service upto 5-8-75 on which date her services are terminated verbally. The petitioner further contends that though her juniors were continued in services her case was not considered for any continued in service her case was not considered for ap-pointment at the time of filling up new vacancies with fresh candidates which is contrary to Sastry's Award Ex. W4 as as well as Fx. W1 and 2 as which 14 days notice has to be given or wages for the said period has to be paid in lieu of notice for terminating the services of temporary employees and that thus the action of the respondent bank is contrary to the provisions of Sec. 25-H r/w Rules 77 and 78 of the I.D. Act as no seniority list was prepared and her case was not considered for appointment in new vacancies at the time of filling new vacancies. The contention of the respondent on the other hand is that the petitioner worked only for 117 days as per Ex. W3 certificate of service given by the Manager of the respondent bank and which was filed by the petitioner herself and that hence termination from service after efflux of time would amount to retrenchment as it is case or discharge simplicitor. It is the further contention of the respondent that even otherwise this reference is not maintainable as Ex. M8 judgement of the Supreme Court operate as resjudicata as petitioner and some others filed earlier writ in the High Court for directing the respondent corporation Bank of follow the procedure contemplated U/s, 25-H r/w Rules 77 and 78 of the I.D. Act.
 - 6. Hence, it is to be seen whether the petitioner is entitled to relief sought for and whether she has worked for a period of 240 days in a calender year from the date of termination to be counted backwards. The burden is admittedly on the petitioner workman to prove by evidence off satisfactory nature that she worked for a period of 240 days to qualify herself as to continuous service for one year as prescribed under Sec. 25-B of the I.D. Act. Unless her termination is held to be retrenchment as defined in Sec. 2(00) of the I.D. Act, she would not be entitled to any relief either under Sec. 25-F or 25-G or 25-H r/w rules 77 and 78 of the I.D. Act under which she claimed relief to reinstatement and attendant benefits besides backwages.
 - 7. The politioner has no doubt stated that she has been initially appointed temporarily as Clerk for a period of 20 days under Ex. W1 order dated 4-4-75 and later she was re-appointed for a period of one month w.e.f. 20-4-75 under Ex. W2 order and that as per the above temporary appointment orders her service can be terminated with 14 days notice or payment in lieu thereof and that though no further appointment orders were given she has continued in service till 6th/7-10-75 on which date her services were terminated without any notice and that she was issued Ex. W3 service certificate by the Branch Manager accordingly and that the bank did not maintain seniority list of terminated temporary candidates and she was not given appointment when new vacancies were filed up by fresh candidates which is contrary to Ex. W4, Sastry Award. Thus her evidence if accepted would go to show that she worked for more than 240 days.
 - 7A. But I am of the view her evidence is inconsistent with her pleadings as such her acceptance. As per the claim statement, she worked from 9-J-75 to 5-8-75 which would come to 117 days where as her evidence is she continued in service till 6th/7th-10-75. A perusal of Ex. W3 certificate issued by the Manager of the Bank would show that she was in service from 9-4-75 to 5-8-75 i.e. for a period of 117 days. The Petitioner admitted that she has no proof to show that she worked till O-tober. 1975 as claimed by her in his evidence. Thus it is obvious

- that she was in service only for 117 days though orders similar to Ex. W1 and W2 were not issued while continuing her in service upto 5-8-75.
- 7B. There is no dispute that no order in writing was given to the petitioner while terminating her service though as per Ex. W1 and W2 orders 14 days notice or wages in lieu thereof is provided for. As admittedly the petitioner did not worked for the period exceeding one year but for less than one year it has to be seen. Whether she qualifies the definition of Section 25-B of the I.D. Act to claim benefit U/s. 25-F as per which notice of termination or payment of wages in lieu of notice and payment of compensation of retrenchment are conditions precedents.
- 7C. As per Sec. 25-B Clause 2 where a workman is not in continuous service within the meaning of clause 1 for a period of one year 6 months he shall be deemed to be in continuous service (a) for a period of one year if the workman during the period of 12 calender months preceding the date with reference to which calculations have to be made has actually worked under the employer not less than as per clause 1I for 240 days. Thus to claim continuous service of one year the petitioner has to work actually for a period of 240 days in a calender year prior to date of termination. In this case, she worked actually for a period of 117 days as borne out by Ex. W3. Hence Sec. 25-F of the I.D. Act is not applicable to her. Further the termination of her service will not amount to "retrenchment" within the meaning of Section 2(00) of the act as per case is covered by Section 2(00)(bb) of I.D. Act which provides for termination after efflux of time.
- 8. The contention of the petitioner further is that the respondent has not followed the procedure laid down under Sec. 75(H) R/W rules 77 and 78 of the I.D. Act as her seniority list was not maintained and while her juniors were continued in service she was not given opportunity when vacancies arose but they are filled up by fresh candidates. And thus there is violation of Sastry Award. Ev. W4 as well as Sec. 25-H of the I.D. Act. Hence she is entitled for a direction being given to the respondent to take her into service. The respondent however contended that this reference is barred on the ground of res-judicata.
- 9. I find merit in the contention of the respondent. Admittedly the petitioner and some other alleged retrenched employees working as clerks or sub-staff have filed W.P. No. 4482/82. Ex. M1 is the xerox copy of the petition and affidavit filed in the above writ. The petitioner admitted of having filed the above writ petition alonwith other retrenched workers similarly placed. Ex. M2 is the xerox copy of the counter filed by the respondent bank in the above writ petition. The above writ petition was filed seeking writ of mandamous by directing the respondent bank to follow the procedure laid down U/s. 25-H of I.D. Act while making appointment to clerk cadre and subordinate staff in various branches of A.P. and to appoint the petitioners who have been retrenched. The relief sought for in this reference is substantially the same as in the above writ netition. The above writ netition was allowed on 17-2-86. "with an observation that it will not affect the appointment already made while directing the respondent to follow the rules 77 and 78 of the rules, and consider the case of the petitioner for re-appointment?" Agrieved by the above order, the respondent bank filed writ appeal No 791/86. Ex. M4 is the xerox copy of the grounds of writ appeal. Ex. M6 is the order dt 28-11-86 A nerusal of it would show that the anneal was dismissed with the following directions. "The case of the writ petition is therefore to be considered in accordance with Sec. 25-H only for the type of approintment they were having i.e. temporarily appointment which may exist or arise in future. In such circumstances, the preferential treatment will be given for appointing to any temporary appointment in such vacancies which may exist or arise in fu'ure. If there is a dispute between any particular individual about the appointment or nost itself that can be anitated before any authority which can decide after examining the facts of each case." Pursuant to the said observation to Pursuant to the said observation of Division bench of High Court, the netitioner filed WP. No. 17581/93 to direct the Central Government to refer the dispute to the Industrial Tribunal as it failed to refer.

. -- · . <u>. --</u> . (10) Aggrieved by Ex. M6 order of High Court the respondent bank filed Special Leave Appeal i.e. S.L.P. 38030/87 which was later numbered as Civil Appeal No. 1811/92. Ex. M7 is the xerox copy of the special leave petition by the respondent bank. Ex. M8 is the xerox copy of the judgement of the Supreme Court in Civil Appeal No. 1811/92, A perusal of it would show that the same was allowed. Consequently, Exts. M3 and M6 orders of High Court were set aside. It has been observed in Ex. M8 order that as there is long delay in making the claim for reappointment, the petitioners are not entitled to the reliefs claimed by way of direction to the respondent to follow the procedure laid down U/s. 25F r/w rule '77 and '78 of the I.D. Act and Ex. W4 Sastry Award. "Thus the Hon'ble Supreme Court has opined while allowing the Civil Appeal" that catching leading of long lapse of time in filing of writ petition is sufficient for the High Court to decline and validate to the autilioner. Thus for the High Court to decline any relief to the petitioner. Thus the matter is issued in this reference substantial same in Civil Appeal No. 1811/92. It has been held by the Hon'ble Supreme Court that as there is long delay on the part of petitioners in approaching the Court for relief as under Sec. 25-H Rule 77 and 78 of the Industrial Disputes Act. They are not entitled for the same." Though the petitioner stated that she made representation before filing the writ, to the management to take them into service, copy of the alleged representation was not filed. Thus it is obvious that though the petitioner was terminated from service in August 1975 she approached the High Court by way of writ only in the year 1982. Only after the disposal of the above writ and writ appeal the approached the conciliation officer for referring the dispute to Industrial Tribunal which was ever declined. Pursuant to directions of Hon'ble High Court in W.P. No. 17581/ 93 this reference has been made by the Government. I am of the view that judgment Ex. M8 in Civil Appeal No. 1811/92 operates as res-judicata. As such the reference has to be answered against the petitioner holding that she is not entitled to seek direction to the respondent for following the procedure laid down U/s. 25-H r/w rule 77 and 78 of the I.D. Act. As her claim in this regard was rejected by the Highest Court of land under Ex. M8 judgement.

(11) The learned counsel for the petitioner however contended that this Tribunal has allowed I.D. No. 40/91 on 1-9-93 filed by retrenched sub-staff against the respondent bank herein seeking the same relief as in the present reference i.e. to direct the respondent bank to follow the procedure laid down U/s. 25-H r/w Rule 77 and 78 of the I.D. Act. It is submitted in view of the above order of this Tribunal the petitioner also can be given the same relief. I find no merit in this contention.

12. The order relied on by the learned counsel which was made available was passed on 1-9-93. It is no doubt true that in the said reference, also one of the retrenched sub-staff of the respondent bank challenged the action of the management in terminating his services as arbitrary, as its action is in violation of U/s. 25-H r/w rule 77 and 78 of the I.D. Act, 1947. It has come out in the evidence that the respondent preferred appeal by carrying matter to High Court and the same is pending and that the respondent is complying the conditions of Sec. 17(b) of the I.D. Act. Ex. M8 order relied on by the respondent dt. 31-7-1996 i.e. to say it is subsequent to the Award passed by this Tribunal in I.D. 40/91. I am therefore of the view that the Award passed by this Tribunal in the above I.D. will not come to the rescue of the petitioner workman in view of Ex. M8 authoritative pronouncement of Hon'ble Supreme Court rejecting the claim of the petitioner and other similarly retrenchd workman from seeking direction from the respondent to consider their case for appointment as temporary staff in the existing or future vacancles due to lapse of time.

13. It is next urged by the learned counsel for the petitioner relying on decision of Supreme Court in the case of State of Haryana vs. Piara Singh and others 1992 LAB I.C. 2168 that the respondent bank is not entitled to terminate the service of temporary staff in arbitrary manner without regularising their services. Though these can be no quarrel with regard to principle of law laid down in the above decision. I am of the view that it will not come to the rescue of the petitioner as Ex. M8 order operates as res-judicata, as rightly contended by the learned counsel of the respondent.

14. In view of the above discussion, I therefore conclude that the action of the respondent in terminating service of

the petitioner is not unjustified. Even otherwise she is not entitled to relief or reinstatement as her termination from service would only amount to discharge simplicitor but not retrenchment and even otherwise she is not entitled to relief of reinstatement and direction to the respondent to follow the procedure laid down U/s. 25(H) r/w. Rule 77 and 78 of the I.D. Act as she did not agitate for her rights nearly for 8 years, as a result of which her claim became stale. And further Ex. M8 order of the Supreme Court operates as residulicata.

15. In the result I nold that the petitioner workman Ruj Bhavani is not entitled to relief sought for as Ex. M8 judgement of the Supreme Court in C.A. No. 8011/92 stares at her and operates as res-judicata. The reference is hence answered accordingly.

Dictated to the Sr. Stenographer, transcribed by her, corrected by me and given under my hand and the seul of this Tribunal, this the 22nd day of July, 1998.

C. V. RAGHAVAIAH, Industrial Tribunal

Appendix of Evidence

Witnesses Examined for the petitioner/Workman: Witnesses Examined for the respondent/management

W.W1 Smt, M. Raja Bhavani NIL

Documents marked for the petitioner/Workman :

Ex. W1 Temporary appointment order dt. 4-4-75 issued to Smt. M. Raja Bhavani.

Ex. W2 Temporary appointment order issued to WW1 w.e.f. 28-4-1975 :2 27-5-1975.

Ex. W3 Service certificate dt. 30-10-76 issued to WW1.

Ex. W4 Xerox copy of Sastry Award,

Documents marked for the Respondent (By consent):

Ex. M1 Xerox copy of W.P. No. 4482/82 affidavit and notice of the High Court

Ex. M2 Xerox copy of the counter filed in W.P. No. 4482/82.

Ex, M3 Order copy of the Hon'ble High Court in W.P. No. 4482/82 dt. 7-2-86.

Ex. M4 Xerox copy of order in W.A. No. 791/86 against W.P. No. 4482/82.

Ex. M5 Application of WW1 to the Regl. Manager, Central Bank of India, Rgional Office, Vijayawada dt. 10-7-92.

Ex. M6 Order copy of the Hon'ble High Court in W.A. No. 791/86 dt. 28-11-86.

Ex. M7 Affidavit copy of the petition for Special leave to appeal (Civil) filed in the Supreme Court of India.

Ex. M8 Judgement copy of the Supreme Court of India in Civil Appeal No. 1811/92.

नई विल्ली, 31 ग्रगस्त, 1998

का. मा. 1864.— भीकोगिक विवाद भ्रिक्षित्यम, 1947 (1947 का 14) की धारा 17 के मनुसरण में, केन्द्रीय संरकार वैंक आफ महाराष्ट्र के प्रबंधतंत्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच, मनुबंध में निर्दिष्ट भीद्योगिक विवाद में केन्द्रीय सरकार भीद्योगिक मधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-98 को प्राप्त हुआ था।

[सं. एल-12012/162/90-प्राई प्रार (बी-II)] सी. गंगाधरन, डैस्क प्रधिकारी New Delhi, the 31st August, 1998

S.O. 1864.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 28-8-98.

> [No. L-12012]162j90 IR(B-II)] C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA: PRESIDING OFFICER: CENTRAL GOVT. INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 119|90

In the matter of dispute between: Shri Chander Pal Singh, Clerk (Second Cashier), Represented by the General Secretary Mababank Karamchari Sangh, Delhi. Versus

The Deputy General Manager, Bank of Maharashtra, North Zone, 6|30-31, W.E.A. Karol Bagh, New Delhi.

APPEARANCES:

Shri L. K. Uppal for the Management. Shri Ramesh Kadam for the workman.

AWARD

The Central Government in the Ministry Labourr vide its Order No. I.-12012|162|90-I:R.B-II dated 12-10-90 has referred the following industrial dispute to this Tribunal for adjudication :-

- "Whether the action of the management of Bank of Maharashtra, New Delhi by giving notice under Section 9-A for withdrawal of Second Cashier allowance from Shri Chander Pal Singh working at Connaught Place Branch vide letter dated 26th 28th July, 1989 was justified? If not, to what relief is the workman entitled to ?"
- 2. Mr. Chander Pal Singh was working as a Second Cashier at Connaught Place, New Delhi branch of the Bank of Maharashtra since 1987. He was given a notice under Sec. 9-A to withdraw his post of second cashier and the allowance attached to the post on 26th 28th July, 1989.
- 3. It is not in dispute that the workman has continuously working as second cashier since April 1986 at Mukerii Nagar, Delhi Branch of the Bank and he was transferred from this branch to the other branch as second cashier where he worked as such till notice was given. It is also not disputed that the Second Cashier Post is an allowance carrying post and is allotted to the employees according to the settled provisions in the Bank which settlements also deal with

the situations where senior and eligible employees refuse to work on allowance post for which they are eligible.

- 4. The workman contended that he was allotted the post of Second Cashier at Mukerji Nagar Delhi branch where he joined in the clerical cadre. Other senior clerks were also present when he was allotted the post which post was a permanent one. The workman relies upon the terms of settlements which deals with the situation when senior eligible persons refuse to work and junior employees re allotted the post. Reliance is placed on Bank of Maharashtra Circular dated 5-8-74 and Clause 7 of Settlement dated 13-4-87. It is further contended by the workman that his subsequent transfer to another branch in the same category of Second Cashier shows that he was cligible as per terms of settlement
- The Management opposed the claim and contended that the workman concerned was not eligible and other employee Mr. Vishram Singh who was the right claimant and senior to the workman concerned was allotted the post after due notice under S. 9-A to the employee concerned. It relied on its M-1 and M-2 documents filed which are Copies of circular and relevant extract.
- 6. The workman filed his rejoinder and denied the submission made by the management. It is asserted that the management has violated its two settlement Ex M-1 which is circular dated 5-8-74. The workman relied on transfer orders filed as Ext. W11 and W|2 along with admitted document which is a list of eligible employees for second cashier's post dated 3-10-88 which does not contain the name of Mr. Vishram Singh whom the management treated as eligible.
- 7. The issues framed and my findings thereon are as follows :-

Issues

Findings

Whether the management of Bank of Maharashtra has committed a breach of provisions contained in settlements.

In affirmative

2. Whether Mr. Chander Pal Singh is entitled for the post of second cashier.

In affirmative

Whether the action of the management in giving notice and withdrawing the allowance from Chander Pal Singh is justified.

In negative

- What relief Chander Fal Singh is entitled to. As per final Order
- What Award

As per order

REASONS

1. It is admitted fact that the management was aware about the status of both the employees working in the same office Mukerji Nagar, Delhi. And the post of Second Cashier was allotted to the junior employee Chander Pal Singh. The management has filed an application v on 13-4-87 as Ann. M. III. This contains the name of Vishram Singh as an employee working in the aame Mukerji Nagar, Delhi Branch: It is also on record that MW-1 during his examination accepted that the list of eligible employees in the City which was issued by the management on 3-10-83 in Delhi branches of the Bank was final one and no other list modifying these names was issued. This list does not contain the name of Vishram Singh.

- 2. The management's contention that the post was inadvertantly allotted to Chander Pal Singh cannot be accepted more particularly when the management was aware of the existence of both the employees. The management is also fully aware of its own settlements circulars that deal as to how the allowance posts are allotted. The management has filed an application for making Mishram Singh as a party to the dispute. There is no reason to accept this. The management has brought another employee into witness box. It could have brought Vishram Singh to establish its contention.
- 3. The relevant part of the circular dated 5-8-74 as modified by settlement dated 13-4-87 which deals with the cases where juniors are to be allotted the post, is as under:
 - "In the event of a post carrying allowance falling vacant, the next eligible senior person in that cadre shall be asked to do. In case he refuses, the next eligible senior and so on will be asked to do the job. The order instructions in this behalf shall be given in writing.
 - In case all the eligible senior persons (in order of seniority) refuse to do the job (which refusal shall be recorded in writing), the eligible seniormost persons shall have to do the job and he shall be issued an order to that effect."

The management has not brought on record that Vishram Singh was not present and the written orders issued to Chander Pal Singh as per above were not correct. It appears that it is a case of opportunism where the management wishes to extend favour to a particular employee ignoring its own agreements. The management as a nationalised Bank should be have like a model employer and should follow and adhere the rules in a proper and just manner.

4. The workman himself appeared as witness and was cross-examined by the management. He categorically states that his transfer from one branch to another was in the capacity of second cashier only.

For all these reasons I record my findings on the points accordingly and pass the following order:

ORDER

- 1. The management of Bank of Maharashtra has committed a breach of provisions of the settlement dated 5-8-74 and 13-4-87.
- 2. Mr. Chander Pal Singh is entitled for the post second cashier and the action of the management in giving notice and withdrawing the allowances from him is not justified.

- 3. Mr. Chander Pal Singh is entitled to get the special allowance for holding the post of Second Cashier since the day he was removed from the post. He is also entitled for further higher allowance post, if any, on that premises.
- 4. The Management of Bank of Maharashtra is, therefore, directed to allot Chander Pal Singh, the post of Second Cashier forthwith the pay to him special allowance for the post of second cashier with effect from 6-10-90 onwards i.e. the date when the allowance was withdrawn and all benefits attached to the post to which he is entitled on the above premises.

25th August, 1998.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 31 भगस्त, 1998

का.श्रा. 1865.—श्रौद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार मैसर्स हिन्दुस्तान कर्माशयल बैंक लिमिटेड (पंजाब नेशनल बैंक) के प्रबंधतंत्र के संबद्ध नियोजकों श्रौर उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट श्रौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक श्रिधकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-98 को प्राप्त हुआ था।

[सं. एल-12012/44/87-माई मार (बी-II)/ङी IVए] सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 31st August. 1998

S.O. 1867.—In pursuance of Section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Commercial Bank Limited (Punjab National Bank) and their workman, which was received by the Central Government on 28-8-1998.

[No. L-12012/44/87-IR(B-II)/DIV A] C. GANGADHARAN, Desk Officer:

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRE-SIDING OFFICER, CENTRAL GOVERN-MENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 96/87

In the matter of dispute between:

Shri Subhash Chand Jain, 121 Gagan Vihar, New Delhi-110051.

VERSUS

Regional Manager,

M/s. Hindustan Commerciai Bank Ltd., (Punjab National Bank). 1, Kaushalya Park, Haus Khas, New Delhi.

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APPEARANCES:

Shri J. C. Gupta for the workman. Shri Jagat Arora for the management with Shri J. Buther.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/44/II/87-D. IV (A) dated 21-8-1987 has referred the following industrial dispute to this Tribunal for adjudication:—

- "Whether the action of the management of M/s. Hindustan Commercial Banks (Now merged with Punjab National Bank) in dismissing Shri Subhash Chand Jain from service, vide order dated 12-6-85 is justified? If not, to what relief is the concerned workman is entitled?"
- 2. The concerned workman was appointed in Hindustan Commercial Bank as Clerk on and from 5-9-1973. While he was posted at Chandni Chowk Branch, he was placed under suspension on 30-7-1984, followed by chargesheet dated 22-8-1984, inter alia for his being grossly negligent on duty thereby involving the Bank in pecuniary loss of Rs. 1,80,000/-. In the domestic enquiry, the charges were found proved on the basis of which he was dismissed from the service of the Bank. It is against this order of his dismissal from service, that the concerned workman has raised the present Industrial Dispute.
- 3. In his statement of claim, the concerned workman has alleged that he has been denied opportunity of defence in the domestic enquiry and that the findings of the enquiry officer are perverse. He has also alleged that his dismissal from service is illegal, discriminatory and unjustified. He has alleged that Clause 19-4 of the Bipartite Settlement has been violated. It is also alleged that he has not been permitted to engage a lawyer in the domestic enquiry for his defence. The documents required by him were not allowed, nor produced in the enquiry. Material witnesses, namely S/Shri A. K. Magan, S. K. Narang, M. C. Khanna, P.D. Kapoor and Shri R. K. Jain have not been got produced by the Enquiry Officer, despite his reguest for their cross-examination by him. All these allegations have been denied by the management in their written statement. The concerned workman has claimed his reinstatement with full back wages and all consequential benefits.

4. In their written statement, it is stated by the management that the present reference is bad and incompetent as under the statutory scheme of merger only the proceedings pending on the prescribed date could be continued against the transferce bank. The prescribed date has been fixed as 19-12-04 and no proceedings were pending at that time against the erstwhile Hindustan Commercial bank.

- 5. It is further stated by the Management that the concerned workman had been charge-sheeted, vide chargesneed dated 22-0-1904 and prior to that he had been placed under suspension, vide order dated 50-7-1984. An enquiry was conducted into the charges in accordance with the Principle or Natural suspect and as per the procedure laid down under the provisions of the bipartite Settlement, in the enquiry the charges were found proved against the workman on the basis of which the concerned workman was dismissed from service of the bank, vide order dated 12-6-1985. It is turmer stated that the charges against the workman were very serious and the concerned workman could not be retained in the service of the Bank. It has been stressed by the management that the Bank, being a financial institution, its employees are supposed to be beyond suspicion. Even и a slight doubt is there about the complicity of a particular employee's shady/suspicious deal, strict action is to be taken against him.
- 6. It has been turther stated by the management that the enquiry conducted against the workman is valid, justified and has been held in accordance with the Principles of Natural Justice. In case conclusion of this Tribunal, being contrary, the management may be permitted to lead evidence on the merits of the charges levelled against the concerned workman.
- 7. The management have filed 56 documents and has examined Shri A. K. Goel, Senior Manager, Punjab National Bank, Zonal Office, Chandigarh as MW1/1.
- 8. The concerned workman has filed 16 documents and has examined himself as WW1/1.
- 9. I have heard the representatives of both the parties and have gane through the evidence on record.
- 10. Out of the pleadings of the parties, the following issues were framed:—
 - (i) Whether the domestic enquiry held against the workman was fair and proper?
 - (ii) As in terms of reference?
- 11. I, now take up the first issue regarding fairness of the domestic enquiry.

12. The facts of the case, in brief, are that two blank Transfer Drafts Books, bearing No. 110701 to 800 and 110801 to 900 were missing from Chandni Chowk Delhi Branch and one blank Transfer Draft Book bearing No. 68601 to 700 was missing from the Green Park, New Delhi Branch of the erstwhile Bank, Later, several drafts

Draft No.	Amount
110801/68/83/A	Rs. 75,000/-
110804/78/83/D	Rs. 1,80,000/-
110807/80/A/83	Rs. 80,000/-
110707/17183/A	R s. 1,80,000/-
110718/171/A83	Rs. 1,80,000/-

On detection of these fraudulent withdrawals, as many as nine employees, including the concerned workman, were separately charge-sheeted. The transferred draft in connection of which the concerned workman, was charge-sheeted, is bearing No. 110707/171/83/A for Rs. 1,80,000|- dated 16-7-1983. Amongsts the charge-sheeted employees, two employees, including the concerned workman were dismissed from service, while one was compulsorily retired and six others were given different punishments other than dismissal or compulsory retirement.

- 13. The charge-sheet issued to the concerned workman read as under:—
 - (1) That while entering on 20-7-83 the transfer draft No. 110707/171/83 A dated 16-7-83 for Rs. 1,80,000/- in Bills payable register you ignored and did not report to your superiors the following glaring flaws/discrepancies:
 - (i) That the said transfer draft was numbered in a style different from the normal style of alloting serial numbers to the bonafide drafts followed by BO Seohara.
 - (ii) That the said transfer draft was numbered out of serials.
 - (iii) That the amount of said transfer draft was disproportionately in excess of the drawing power of Sechara Branch.
 - (iv) That the transfer drafts in series of machine number 110801 and onwards were presented in March, 1983 whereas transfer drafts in series of 110701 and onwards were presented in July 1983.
 - (2) That due to your aforesaid acts, there has been a fraudulent withdrawal of an amount of Rs. 1,80,000 resulting in serious financial loss to the Bank.

for very huge amounts were reportedly forged on the blank leaves from these missing blank Transfer Draft Books, purported to have been issued from Seehara Branch of the Bank on Chandni Chowk Branch and were paid. The details of these drafts, which were thus paid at Chandni Chowk Branch, are as follows:—

Date of Draft	Date of Payment
20-3-1983	27-3-1983
28-3-1983	31-3-83
15-4-1983	19-4-1983
16-7-1983	20-7-1983
05-8-1983	09-8-1983

- (3) That while officiating as Special Assistant on 21-7-1983, you entered the Cheque Book number 112121 to 112130 in the Cheque Book issue Register and got the other details such as name and A|c number of account holder entered against the said number in said register through A. K. Maggan, Cashier-cum-Godownkeeper and thus got issued the said Cheque Book in the SB A|c 4596 of Shri Bishan Chand intentionally ignoring the fact that the remaining 12 leaves of previous cheque book were still in hand of the account holder. To avoid its notice, you yourself entered the cheque book number in the Folio allotted to said account in ledger under your initials.
- (4) That aforesaid acts alleged against you are serious acts of gross misconduct amounting to:
 - (i) Committing acts prejudicial to the interest of the Bank.
 - (ii) Gross negligence in the discharge of your duties resulting in serious financial loss to the Bank.
- 14. In the enquiry, the charges levelled against the concerned workman, were found proved on the basis of which the concerned workman was issued show cause notice of proposed punishment, vide show cause notice dated 20-5-85 and finally was dismissed from the service of the Bank, vide order dated 12-6-1985.
- 15. The concerned workman has challenged the fairness of the domestic enquiry, mainly on the ground of refusal to engage a lawyer to defend him in the enquiry, non-production of documents required by him, non-production of material witnesses and violation of clause 19.4 of the Bipartite Settlement.

- 16. By his letter dated 19-7-1984, in reply to the charge-sheet, the concerned workman had demanded the following documents:—
 - (i) True copy of the complaint lodged with the police authorities.
 - (ii) Account opening form of Shri Bishan Chand.
 - (iii) Photo copy of the register in which the monthly Transfer Draft Books received from the Head Office are entered (Security Book).
 - (iv) Requisition slip or request letter of Shri Bishan Chand for issuance of the Cheque Book.
 - (v) Photo copies of all payments made in the Savings Bank Account of Shri Bishan Chand since inception of the account.
- 17. Out of the aforementioned documents, three documents mentioned at Sl. No. 2, 3 and 4, are reported missing from the record. The documents mentioned at Sl. No. 1 was shown to the concerned workman, while documents at Sl. No. 5 were not made available, same being irrelevant. I have examined this aspect and have come to the conclusion that non-supply of the aforementioned documents have not, in any way, caused any prejudice to the concerned workman, as the charges levelled against the concerned workman, were based entirely on the documentary evidence, which, of course, was produced in the enquiry.
- 17. Regarding non-production of material witnesses, it is suffice to say that the concerned workman was himself at liberty to examine those witnesses on his own and he cannot put the blame on the Enquiry Officer. In so far as refusal to engage a lawyer in the enquiry is concerned, I may agree with the contention of the management in this regard that the charges against the concerned workman, were not so complicated, as would require assistance of the lawyer, even when the representative of the management was not a legally trained person. Allegation of violation of Cluse 19.4 of the Bipartite Settlement, has also no rorce in as much as that the charge-sheet issued to the concerned workman, was for gross-negligence on duty and not for fraudulent withdrawal.
- 18. In view of my above observations, the domestic enquiry is held to be absolutely fair and proper.
- 19. I also do not find any force in the allegations of the concerned workman that the findings of the enquiry officer are perverse and not based on the evidence on record. It is amply proved from the documentary evidence on record that while entering the Transfer Dfart in question in the Bills payable Register, he negligently ignored the discrepancies therein and he cannot shift this responsibility

- on two others. It is also amply proved from the documentary evidence on record that he got issued the Cheque Book in question in the Saving Bank Account No. 4596 of Shri Bishan Chand intentionally ignoring the facts that remaining 12 leaves of previous cheque book, were still lying in possession of the account holder. Even a little precaution on his part at this juncture might have been sufficient to avert fraudulent withdrawal subsequently wherein he failed miserably.
- 20. It is alleged by the concerned workman that he has been discriminated in awarding punishment of his dismissal from the service. From the evidence on record it is revealed that Shri P. D. Kapoor has been awarded punishment of his compulsory retirement from service, while Shri R. B. Mathur has been awarded punishment of his dismissal from service. Therefore, it cannot be said that the concerned workman has been discriminated in awarding the punishment of his dismissal from the service of the Bank.
- 21. Now let me examine the proportionality of the punishment awarded to the concerned workman in the present case. In a financial institution in public sector like bank, such sort of act of gross negligence involving the Bank in pecuniary loss of such a huge amount cannot justify retention of the delinquent in service. The greveness of the charges found proved justifies the action taken by the management against the concerned workman.
- 22. Hence my Award is that the action of the management in dismissing the concerned workman from service vide, order dated 12-6-1985 is justified and the concerned workman is not entitled to any relief.
 - 23. Award is given accordingly.

27th August, 1998.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 7 सितम्बर, 1998

का. आ. 1866.—श्रौद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों श्रौर उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट शौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक श्रधकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-98 को प्राप्त हुआ था।

[सं. एल-12012/13/93-माई म्रार (बी-🎚)] सी. गंगाधरन, डैस्क मधिकारी

New Delhi, the 7th September, 1998

S. O. 1866.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 1947), the Central Government hereby publishes the award of the

The second secon

Central: Government Industrial Tribunal Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjabase Sind Bank and their workman, which was received by the Central Government on 3-9-98.

[No. L-12012|13|93-IR(B-H)]
C. GANGADHARAN«Desk» Officer

प्रन्थरम

के।द्रीय औद्योगिक अधिकरण ऐवं अस न्यायालयः असलपुरः (म० ४०)

> डी.एम. दीक्षित[्] पीठासीन अधिकारी

प्र.कं, सी जी शाई टी/एस सी/ भार/ 165/93

श्री दिलीप सिंह
पुत श्री हलक्राम
ग्राम-विषेदी
ग्रेंदेलिया (पो. ओ.)
बेरसिया रोड,
भोपाल-462001 (म.श्र.) ... प्रार्थी
विरुद्ध :
श्रेत्रीय प्रबंधक,
पंजाब एण्ड सिंध वैक
ई-3/114, ग्ररेरा कालोमी;
भोपाल-462001(म.श्र.) ... प्रतिश्रीकी

श्रवार्ड

दिनांकितः : 19-8-1998 -

 भारत सरकारए श्रम मंद्रालय, नई दिल्ली ने अपने बादेश सं० एल . 12012/13/93-बाई. बार. (बी-2) विनांक 26-8-93 के द्वारा मिन्नीसिबित विवाद मिराकरण हेयु इस स्वामाधिकरण को भेजा है:-----

ग्रम**म्**षीः

"Whether the claim of Shri Dlip Singh that he was employed in Punjab and Shrd Bank for more than 1-1/2 years between 3-11-50 to 28-6-92 is correct? If so, whether the claim for reinstatement in the services of the Bank with back wages is justified? What relief, if any, is Sri Dilip Singh entitled to?"

2. श्री विलीप सिंह के अनुसार उसे पंजाब और सिंध धिक की हमीविया रोड, भोपाल शाखा में दिनांक 5-11-90 में क्लक के पद पर नियुक्ति दी गई थी। इस पद पर उसने क्यानार 28-6-92 तक केहनत से काम किया कि विलय किसी कारण के उसकी सेवाएं 28-6-92 को मौखिक श्रादेश में समाप्त की गई। श्रीमक की नोटिस नहीं दिया गया। इस्ती भक्ता भी कहीं दिया गया। इस्ती भक्ता भी कहीं दिया गया। श्रीमक की नोहिस का लिखित श्रादेश भी कहीं दिया गया। श्रीमक की नौकरी की श्रवधि में शास्त्री अवार्ड के विपरीत वेसन श्रीर भन्ता नहीं दिया गया। बिल्क 20/- रुपये प्रतिदिन मजदूरी ही गई। इस प्रकार का 2421 G1/98-11

कृत्यः मास्त्री अवार्ड के विपरित है। अमिक नाहता है कि जिसने दिनों उससे काम लिया गया उतने दिनों क्लर्क के पद पर कार्यरत अध्य कर्मचारियों के समान उसे बेतन और भत्ते दिए जाएं। श्रमिक ने लगातार एक वर्ष में 240 दिस से जियादा कार्य किया है, इस कारण उसे सेवा में रहने का ग्रंडिकार है। श्रमिक चाहता है कि यह घाषणा की जाएं कि उसकी 'सेवा निय्कित का श्रीदेश ग्रंबिधानिक है तथा सेवा ग्रंडिकार करने की दिनांक से श्रमी तक वह नियमा मुसीर वैतन और भरता पाने की ग्रहिकारी है।

- 3. प्रबंधन की धनुसार श्रिमिक की क्लर्क के पद पर कभी 'नियंक्ति' महीं 'किया' गया । 'वास्तव में क्लके के पद पर कोई रिक्त स्थान नहीं था, इसलिए श्रमिक को क्लर्क नियं बंद 'करने 'का 'प्रशन 'ही नहीं हैं'। श्रमिक में थोई-थोई: समय अपनी स्विधा के ग्रन्सार और खैक की जररती के श्रनसार काम किया है, किन्तू वह बैक का श्रस्थाई कर्मचारी नहीं था। ' श्रमिक शास्त्री अवार्ड 'के अनुसार वेतन पाने का श्रिधिकारी नहीं है। श्रमिक जिय उसकी मर्जी होती थी; श्राना े था 'और 'जब 'मर्जी' नहीं होती थी, तो नहीं 'प्राता था। श्रमिक ने कथी छुट्टी की ग्राविदन भी नहीं दिया। श्रमिक को जब दूसरा काम किल अधारतो उसने ब्राना छोड़ दिया। श्रमिक को नोटिस और छटनी भत्ता की पोत्रता नहीं है । श्रमिक 'से 'जो काम 'लिया गया, बहु ग्रस्थाई स्वरूप'का था और इस काम के करने से उसे कोई स्टेंटल नहीं मिला। श्रामक के भोपाल "में गैस 'राहत "काउंटर 'पर कार्य 'किया 'है और यह कार्य केक्स्प्रस्य चर्कर के रूप में किया है। प्रबंधन चाहता है कि अभिक्षर कोई सहायमा पाने की पालता नहीं है।
- 4. प्रबंधन की पक्ष समर्थम करने के लिए दिनांक 5-5-97 को श्री पी. चतुर्वेदी, मेनेजर उपस्थित थे। इसके वाद की तारीख 2-6-97 को भी प्रबंधन को एक समर्थम करने के लिए श्री चतुर्वेदी उपस्थित थे। दिनांक 21-6-97 को बैंक की तरफ से कोई उपस्थित थे। दिनांक 21-6-97 को बैंक की तरफ से कोई उपस्थित नहीं था। इसके वेषणांत दिनांक 29-10-97, 4-12-97, 14-1-98 और 11-3-98 को प्रबंधन की ओर से कोई भी पक्ष समर्थन के लिए नहीं उपस्थित नहीं हुआ। श्रीकिक के माध्यम से प्रबंधन को 9-10-97 की पेषणि के लिए नोटिस दिलाया गया और यह नोटिस 23-8-97 को प्रबंधन की मिला, फिर भी श्रवंधन की ओर से कोई भी 9-10-97 या उसके बाद की तारीखों में उपस्थित नहीं दुवे। ऐसी स्थिति में यह निष्कंष निकालक गया कि प्रवंधन की इस प्रवंधति में वह निष्कंष निकालक गया कि प्रवंधन की इस प्रवंधति के एक समर्थन में कोई रुवि नहीं है।
- 5. श्रीमक ने दिनांक 2-6-97 को श्रपना शपथ-पन्न दिया और इस पर प्रबंधन की ओर से श्री चतुर्वधी ने प्रति-परीक्षण किया। कंडिका 5 में श्रीमक ने कहा है कि वह बी. काम तक पढ़ा हुआ है। उसे वैंक में क्लर्क के पद पर मियुक्त किया गया था। श्रीमक ने गैस पीड़िलों के संबंध में कार्य किया। इस गवाह ने यह भी कहा कि उसे

बैंक ने नियुक्ति पत्न नहीं दिया । इसने कभी छुटटी नहीं ली । श्रमिक को इतवार और बैंक की छुटटी का भुगतान नही मिसता था ।

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- 6. बैंक ने श्रमिक को दिनांक 30-4-91 से 29-6-92 तक भृगतान का विवरण भेजा है, इसे श्रमिक ने व्यायालय में प्रस्तुत किया। इसे देखने से यह पता लगता है कि श्रमिक ने लगातार इस अवधि में काम किया है। उसे भुगतान इतवार और बैंक की छुट्टी का नहीं दूखी है।
- 7. श्रमिक ने इंसपेक्शन रिपोर्ट 27-11-91 प्रस्तुत की है, जिसमें यह उल्लेख है कि माखा में क्लर्क की टैम्पोरेरी पोस्ट थी और इस पद पर श्रमिक को नियुक्त किया गया था, एक्सटेशन काउंटर के इंचार्ज के पन्न दिनांक 9-12-91 की फोटो कापी है, जिसमें उल्लेख है कि श्रमिक से लिपिक का काम लिया जाता था, किन्तु बैंक के लेखों में उसे लिपिक न लिखकर मेसेंजर लिखा जाता था। श्रमिक ने सिद्ध कर दिया कि उसने एक वर्ष में लगातार 240 दिन काम किया है। यह भी सिद्ध कर दिया कि उसने बैंक में क्लर्क का काम किया है। यह भी सिद्ध कर दिया कि उसने पूरा समय कार्य किया है। ऐसी स्थिति में श्रमिक को सेवा समाप्ति के लिए लिखित नोटिस और रिट्रेन्चमेंट बेनेफिट पाने की पात्रता है। ये दोनों बातें प्रबंधन ने नहीं की है। जिसके कारण प्रबंधन ने धारा 25-एक औद्योगिक विवाद भ्रधिनियम, 1947 का उल्लंघन किया है। इस श्राधार पर श्रमिक की सेवाम् वित दिनांक 28-6-92 अवैधानिक है।
- 8. प्रबंधन ने अपने रिज्याइंडर की कंडिका 4 में कहा है कि जब भी श्रमिक की इच्छा होती थी, वह बैंक में छाना था और जब उसकी इच्छा होती थी, वह बला जाता था। श्रमिक पर बैंक के डिसीप्लीनरी रूत्स नहीं लगते थे। इस तथ्य के विपरीत जो 27-7-95 को पे-स्टेटमेंट श्रमिक को दिया गया है, उससे यह नहीं लगता कि श्रमिक किसी भी विका-डे भें अनुपस्थित रहा है। इस प्रकार का कथन देना प्रबंधन को शोभा नहीं देता।
- 9. श्रमिक ने 5-11-90 में 28-6-92 तक पंजाब और सिंध बैंक हमीदिया रोड, भोपाल में क्लर्क का काम किया, किन्तु उसे 20 क. प्रतिदिन मजदूरी दी गई। शास्त्री अवार्ड के चेप्टर 16 में पैरा 5 से 8 में बैंक के कर्मचारियों का वर्गीकरण किया गया है। इस वर्गीकरण के अनुसार श्रमिक बैंक का टेम्पोरेरी एम्पलाई था। ऐसी स्थित में श्रमिक को मजदूरी में नही रखा जा सकता। श्रमिक को उस समय जो भी वैतन निम्न श्रेणी लिपिक को दिया जाता था, बहु पान की पादाता दिनांक 5-11-90 से 28-6-92 तक है।
- 10. श्रीमक को दिनांक 28-6-92 को औद्योगिक वित्राद श्रीधिनियम, 1947 की धारा 25-एक के विपरीत सेवा से पृथक किया गया। इस कारण दिनांक 29-6-92 से पुन: नौकरी में लेने तक बैंक में प्रचलित वैतनमान और भन्ने की दर से राशा पाने की पावता है।
- ग्रवार्ड दिया जाता है कि श्रमिक ने दिनांक 5-11-90 से 28-6-92 तक पंजाब और सिंध बैंक की

हमीदिया रोड, णाखा, भोपाल में निम्न श्रेणी लिपिक के पद पर कार्य किया है। श्रिमिक की सेवाम कित दिनांक 28-6-92 श्रवैधानिक है। दिनांक 5-11-90 से लगातार श्रिमिक बैंक की सेवा में कार्यरत माना जायेगा। श्रिमिक को 5-11-90 से पुन: सेवा में लेने तक वंक में प्रचलित स्केल में वेतन और भत्ते अवार्ड मृद्धित होने के तीन माह के श्रव्दर दिए जाए। अगर यह राणि तीन माह के अंदर नहीं दी जाती तो श्रिमिक इस राणि पर अवार्ड मृद्धित होने के तीन माह पण्चात में भुगतान तक 12 प्रतिशत प्रतिवर्षकी दर से व्याज पाने का श्रिधिकारी होगा। इस अवधि की श्रिमिक दिलीप मिह की सेवा उसके श्रागे के प्रमोशन के लिए विचार में ली जावेगी। इस अवधि के लिए नियम के श्रनुसार श्रिमिक प्रत्यक वर्ष वार्षिक वेतन वृद्धि पाने का श्रिधकारी रहेगा। दोनों पक्ष इस प्रकरण का अपना-श्रपना क्यय वहन करें।

12. नियमानुसार श्रवार्ड की प्रतियां भारत सरकार, श्रम मंद्रालय, नई दिल्ली की प्रेषित की जाती है।

डी.एन. दीक्षित, पीठामीन प्रधिकारी

नई दिल्ली, 7 सितम्बर, 1998

का. आ. 1867.— श्रौद्योगिक विवाद ग्राधितियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधतंत्र के संबद्ध नियोजिकों श्रीर उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट श्रौद्योगिक विवाद में केन्द्रीय सरकार श्रोद्योगिक श्राधकरण जबलपुर के पंचाट को प्रकाणित करती है, जो केन्द्रीय सरकार को 3-9-98 को प्राप्त दुआ था।

[सं॰ एल-12012/14/92-प्राई.प्रार. (बी-ोर्रा)] सा. गंगाधरन, डैस्क प्रधिकारी

New Delhi, the 7th September, 1998

S.O. 1867.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal. Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which wa received by the Central Government on 3-9-98.

[No. L-12012|14|93-JR(B-II)] C. GANGADHARAN, Desk Officer

प्रन्बंध

केन्द्रीय श्रौद्योगिक श्रधिकरण एवं श्रम न्यायालय, जबलपुर (म.प्र.)

> डी. एन∵ दीक्षित पीठासीन ग्रधिकारी

प्र . कं . सीजीभाईटी/एलसी/ग्रार/166/93

श्री जगदीण प्रसाद काजपेई पुत्र श्री रतन विहारी वाजपेई श्रीमाक्षा ग्राश्रम द्वारा : किरपाल कौर, वैरागढ, भोपाल-462001 (म.प्र.)

⊸–प्रार्थी

विरुद्ध

क्षेत्रीय रबंधक, पंजाब एण्ड सिंध बैंक ई-3/114, घरेरा कालोनी, भोपाल-462001

–प्रक्षिप्रार्थी

भ्रवार्ष

दिनांकिस 21-8-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने प्रपने मादेश संख्या : एल-12012/14/93-प्राई म्रार. (बी-2) दिनांक 26-8-93 के द्वारा निम्नलिखित विवाद निराकरण हेत् इस प्रधिकरण को भेजा है :---

ग्रनुसूची

- "Whether the claim of Sri Jagdish Prasad Vajpai that he was employed in Punjab and Sind Bank for more than 1½ years between 28-1-91 to 28-6-92 is correct? If so, whether his claim for reinstatement in the services of the Bank with back wages is justified? What relief, if any, is Sri Jagdish Prasad Vajpai entitled to?"
- 2. श्रमिक जगदीश प्रसाद बाजपेई के ग्रनुसार पंजाब एण्ड सिंध बैंक हमीविया रोड शाखा भोपाल ने उसे दिनांक '28-1-91 को क्लर्क नियक्त किया और इस पद परका काम लिया । उसकी सेवाएं दि. 28-6-92 की श्रकारण ही मौखिक रूप से समान्त की गई। श्रमिक ने 28-1-91 से 28-6-92 तक लगातार विना ग्रवरोध के क्लर्क के पव पर काम किया है। इस श्रवधि में उसे 20 रूपये प्रतिदिन मजदरी दी जाती थी । यह शास्त्री श्रवार्ड के विपरीत है । सेवा समाप्ति से पहले श्रमिक को नोटिस नही दिया गया, नोटिस प्रविध का वैतन भी नहीं दिया गया और छंटनी भत्ता भी नहीं दिया गया । श्रमिक को निकालने के पश्चात् उस पद पर प्रबंधन ने दूसरे क्लर्क को रखा है, जो उसी प्रकार का कार्यकर रहा है, जो श्रमिक करता था। श्रमिक चाहता है कि जितने दिनों उसने काम किया है उतने दिनों क्लर्क के पद पर कार्यरत अन्य कर्मचारियों के समान उसे वेतन और भत्ते दिए जाएं। श्रमिक ने लगाताल एक वर्ष में 240 दिन से ज्यादा कार्य किया है । इस कारण उसे सेवा में रहने का भ्रधिकार है। श्रमिक चाहता है कि यह घोषणा की ज⊓ए कि उसका सेवा नियुक्ति का श्रादेश श्रवैद्यानिक है श्रौर सेवा प्रारंभ करने की दिनांक से श्रभी तक वह नियमानुसार वेतन भ्रौर भक्ताःपाने का भ्रधिकारी है।
- 3. प्रबंधन के प्रंतुसार श्रमिक को क्लर्क के पद पर कभी नियुक्त नहीं किया गया । बस्तु स्थिति यह है कि बैक में इस दिनांक को क्लर्क का कोई पद रिक्त नहीं था । ऐसी स्थिति में श्रमिक को इस पद पर नियुक्त करने का धौजित्य महीं है । श्रमिक ने थोड़े-थोड़े समय अपनी सुविधा के अनुसार ग्रोद बैंके की जंकरत के प्रनुसार काम किया है। श्रमिक बैंक का श्रस्थाई कर्मचारी नहीं था । श्रमिक

- मास्ती अवार्ड के अनुसार वेतन पाने का अधिकारी नेहीं हैं। अभिक ने कभी छुट्टी का अविदन नहीं दिया तथा जब उसकी मर्जी होती थी, आता था और मर्जी नहीं होती थी, तो चला जाता था। अन्य जगह काम मिलने पर श्रमिक ने बैंक का काम छोड़ दिया। श्रमिक को नोटिस और छंटनी भत्ता पाने की पावता नहीं है। श्रमिक से जो काम लिया गया, वह अस्थाई स्वरूप का है और इस काम को करने से उसे बैंक की नौकरी में कोई स्टेटस नहीं मिला। श्रमिक ने केजु-अल वर्कर के रूप में भोपाल गैस राहत काउन्टर पर कार्य किया है। प्रबंधन वाहता है कि श्रमिक को कोई भी सहा-यता नहीं दी जाए।
- 4. श्रमिक ने शपथ-पक्ष पर श्रपना कथन दिया श्रीर उसका प्रति परीक्षण प्रबंधन के मैनेजर पी. चतुर्वेदी ने किया। जब प्रबंधन को गवाह प्रस्तुत करने के लिए कहा गया तो विनाक 21-8-97 से प्रबंधन अनुपस्थित हो गया । श्रमिक के माध्यम से प्रबंधन को 9-10-97 की पेशी के लिए नोटिस दिया गया श्रीर यह नोटिस प्रबंधन को 23-8-97 को मिला । नोटिस मिलने पर भी चार लगातार पेशियों में प्रबंधन उपस्थित नहीं हुआ । ऐसी स्थिति में यह निष्कर्ष निकाला गया कि प्रबंधन को इस प्रकरण के पक्ष समर्थन में कोई रूचि नहीं है।
- 5. श्रमिक ने दिनांक 2-6-97 को अपना गपथ पस्न दिया ग्रौर प्रति परीक्षण में उसने बताया कि वह बैंक में क्लर्क था तथा एम.एस. पास था। यह भी बताया कि उसे 20 रुपये प्रतिदिन वेतन मिलता था । इतवार या छुट्टी के दिन का वेतन नहीं मिलता था। यह भी बताया कि उसने प्री अवधि छुट्टी नहीं ली । श्रमिक जो कार्य करता था, वह उसने गपथ-पन्न की कंडिका-10 में बताया है। श्रमिक ने यह भी बताया कि उसके काम का समय मुबह 10.00 बजे से 5.00 बजे तक था। बैंक ने श्रमिक को दिनांक 30-4-91 से 29-6-92 तक भगतान का विवरण भेजा है। इसे श्रमिक ने न्यायालय में प्रस्तुत किया । इसे देखने से यह पता लगता है कि श्रमिक ने लगातार इस अवधि में काम किया है ग्रौर केवल इतवार ग्रौर वैंक की छुट्टी के दिनों काम नहीं किया है। श्रमिक ने इंस्पेक्शन रिपोर्ट 27-11-97 प्रस्तूत की, इसमें यह उल्लेख हैं कि शाखा में क्लर्क की टैम्पोरेरी पोस्ट थी ग्रौर इस पद पर श्रमिक को नियुक्त किया गया था । एक्सटोंशन काउंटर के इंचार्ज के पन्न दिनांक 9-12-91 की फोटो कापी श्रमिक ने प्रस्तुत की है, जिसमें उल्लेख है कि श्रमिक से लिपिक का काम लिया जाता था, किन्त् बैंक के लेखों में उसे लिपिक न लिखकर मेसेन्जर लिखा जाता था । श्रमिक ने सिद्ध कर दिया कि उसने एक वर्ष में लगातार 240 दिन तक काम किया । यह भी सिद्ध कर विया कि उसने बैंक में क्लर्कका काम किया। यह भी सिद्ध कर दिया कि उसने पूरे समय कार्य किया। ऐसी स्थिति में श्रमिक को सेवा समाप्ति के लिए लिखित नोटिस देना था फ्रीर (एट्रेन्समेंट बेनेफिट भी देना था। ये दोनों बातें प्रबंधन ने नहीं का, जिसके कारण प्रबंधन ने धारा-25-एफ **प्रोधो**-

निकःः विवादक्षक्षक्षितियमः, 1947ः कां्क्कलंबनॐकियाः है । इसः आधारः पर असिक की*कः*सेकस्पृक्तिः दिनोक 28-6-92 •अनैधार्विक है ।

6: अवंधन ंत्रेष्ठअपने ंत्रीएक्षाइंडण की क्रीडका-4 लों कहा है कि जब भीःश्रमिक की क्ष्मक्षा होती सी, वह बैंक में आसा आ और जब्ध उसकी क्ष्मक्षा होती थीं, वह बेंका जाता था। अभिक पर बैंक के विश्विकी नदी क्ष्मका नहीं क्ष्मकों थे। इस तथ्य के लिमरीत 27-9-95 को अमिक को बैंक ने जो स्टेटमेंटलेदिया हैं क्रिक्स वह नहीं सगळा क्षिण्यमिक एक भी विका-डे अनुपस्थित रहा है। इस प्रकार का कंष्म देना प्रबंधन को मोभा नहीं देता।

7. श्रीमक ने 28-1-91 से. 28-6-92 तक पंजाब एण्ड क्षिम वैक इसीवियाः रोष्ठ व्याखा, प्रभोपाल में अवर्क का काम क्षियाः है । उसे 20 र अपितिवियाः पेक में प्रवर्क का काम क्षियाः है । उसे 20 र अपितिवियाः पेक में वैक कर्म व्यास्की अवार्क के चिर्टर-1-6 में पैराज्य से व्यास्किरण के ज्ञासकी अवस्था वर्ग वर्गीकरण के अनुसार्थ श्रीक की मजदूरी में नहीं रखा जालसकताः प्रकासक को इस्ताअविया में वहीं वेतन प्रभीय भराम विया जाल को मजदूरी में वहीं रखा जालसकताः प्रकासक को इस्ताअविया की विया जाता था।

8. श्रम्भामक को विनाक 28-6-92 को स्प्रकेशिकि विवाद श्रमियम, 1947 की धारा 25-एफ के श्रीक्षरीत स्सेवा से सूथक व्यक्तिक गया । इस कारण विनाक 29-6-92 से पुनः न्तौकरी के सेने तक वैंक में प्रवित्तिक निम्मा के के कि एक फा विजनसन् को राज्यका पाने की श्राकता स्मिम्क को है।

9. अवार्ड दिया जाता है कि अक्षमिक ने 28-1-91 से 28-6-92 तक पंजाब एण्ड सिंध बैंक की हमीदिया रोह शाखा. भोपाल में निम्न श्रेणी क्षिपिक के पद पर कार्य किया है। अभिक की सेवामिक्त 28-6-92 अवैधानिक है। दिनांक 28-1-91 से लगातार अभिक बैंक की सेम्रा में कार्यरक माना जाएगा। इस दिनांक से प्राः सेवा में लेने तक बैंक में भन्नलित स्केल में बेतन भीर भक्ते अवार्ड मदित होने के तीन मह के अन्दर श्रमिक को दिए जाएं ∤ अगर ऐसा नहीं हुआ तो भामिक इस राशि पर अवार्ड मुद्रित होने के तीन माह पश्चात से भगतान तक 12 प्रतिशत प्रतिवर्ध की दर से क्याज पाने का अधिकारी होगा । पूरी अवधि की अभिक श्री जगदीम प्रसाद बाजपेई की. सेवा .. जसके आगे के... प्रोधोशन के लिए बिचार में ली जाएगी। इस परी अवधि के लिए नियम के अनुसार श्रमिक प्रत्येक वर्ष व्यक्तिक वेतनः वृद्धि पाने का अधिकारी रहेगा । दोनों पक्ष इस प्रकरण का अपना-अपना **ब्या**स **वह**न करें।

10 नियमानुसार अवार्क की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली, को प्रेषित की जाती हैं।

ती: एतः बीक्षतः, भीठासीन अधिकारी

नई विरुत्ती, अधितस्यर, 1.998

का आ 1868--- अधिगिया विवाद अधिनियम, 1947 (1947 का 14) की अधारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रवंधतंत्र के संबद्धल निक्तेणकों और उनके कर्मकारों के बीच, अनुबंध में एक्टिंच्य्यण्या विवेदिक विवाद में केन्द्रीय सरकार औद्योगिक क्ष्वधिकरण्य ज्ञाकपूर के पंचाट को अका प्राप्त करती है, जो केन्द्रीय सरकार को-2-9-98 को प्राप्त हुआ था।

[सं.-प्रल $\sim 1.291.2/29/4.3$ -आई.आर. (बी-11)] सी. गंगाधरन, डैस्क अधिकारी

News: Delhierthe: 7th September, 1998

S.O. 1868.—In pursuance of Section 17 of the Industrial Dispute Act, 1947. (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the menagement of Punjab & Sind Bank and their workman, which was received by the Central Government on 3-9-98.

[No. L-12012|26|994R(B-H)] C. GANGADHARAN, Dask Officer

- भन्बंध

'केन्द्रीय श्रीद्योगिक' ऋक्षिकरण' एवं श्रम ∵न्यायालय ः जबलपुरः (म∴ प्र.) डी.ं एन: दीक्षित पीठासीनं ग्रविकारी 'प्र. कः' सीबीधाईटी एलसी/श्र≀र/234/93

श्री च्युसूफ मकान मं. 38 झनवर-हकीम चर्च रोड, भौरसिया बर्तम अंडार के सामने जहांगीराबाद, भोपाल (म.प्र.)

ं प्रार्थी

श्रेतीय 'फ्रमंधक, पंजाब एंड 'सिक्ष' बैंक, ई-3/114,'' ग्ररेश ''कालोनी, भोपाल -462001' (मं.प्र.)

प्रसिप्रार्थी

.. -श्रवार्ड

श्विमित : 21+8-1998

1 : भारत सरकार अम मंत्रालय नई दिल्ली ने अपने प्रापेश सख्या : एल-12012/26/93-प्राई मारः (बी-2) :बिनांक 27-10-93 के द्वारा निध्वविनिक्क विवाद विराकरण हेतु इस प्राधिकरण को भेजा है :—

ग्रनसूची

"Whether the claim of Shri Yousuf, S/o Sheikh Mohd, that he was simployed; by the Punjab and Sind Bank from 5-5-1991 w 5-7-1992 as increasing and that termination of his services with effect from \$15-1992 was unjustified in service? What relief, if any, is he entitled to?"

उत्तरमसंभन-नोल्यन्त्रस्य स्थानिक को स्थान्न पर पर कभी लियुक्त लेक्हें कियर भया अध्यानिक की ध्येक्किलें सम्यानिक ने प्रयमि पर योजे-थों के समय के लिए की गई थी। व्यक्तिक ने प्रयमि स्वानिक ने प्रयमि स्वानिक ने प्रयमि स्वानिक स्वानिक के समय के लिए की गई थी। व्यक्ति ने प्रयमि स्वानिक के सम्यानिक ने प्रयमिक के सम्यानिक ने स्वानिक के समुसार के सम्यानिक के समुसार के सम्यानिक के स्वानिक के समुसार के सम्यानिक ने प्रयमिक के स्वानिक के स

4: 'वर्लमान 'प्रकरण में 'अमिक की साक्ष्य' समाप्त होने के महचातु, प्रबंधन की अरेर से कोई उपस्थित नहीं हुआ। 'प्रबंधन की अमुमहिश्यति में 'के पांच 'के निक्त प्रवंधन को उसस्थित होते 'के 'लिए दी गई। ' प्रबंधन' को 'कोदिस भी इंक पेशियों में 'अम्बेत के लिए दिया... अगा, जो उन्हें अएत. हुआ। इसके प्रवंधन की 'क्ष्यक्त में 'क्ष्यक्त तहीं हुए । अप्रबंधन ने अमिक की... साक्ष्य के 'खण्डन में 'कोई 'साक्ष्य प्रस्तुत' नहीं की है। ' क्ष्यारण के लिए साक्ष्य अमिक की. साक्ष्य इस प्रकरण में 'उपस्थान' है।

 उन्हों कर में क्षां क्षां कर कार्ड कोई क्षां कर नहीं है । ऐसी स्थिति में यह जाया कार्ता है कि अमिक के चक्र रासी के पद पर उप्लंबाय एकं कि सिंध विका की इसी विधान रोड की पह माखा में 556-91 से 5-7-92 सक्स मसेंबर के क्या में समाताचार कियमित कार्या कि कार्य है। अध्यानिक को उद्धावकर अमेर असु कुट देगों का भूग- कार्य क्षां कुछ है। अध्यानिक को उद्धावकर अमेर असु कुट देगों का भूग- कार्य क्षां कुछ है। अध्यानिक को उद्धावकर अमेर असु कुट देगों का भूग- कार्य क्षां कुछ है। अध्यानिक की उद्धावकर कार्य के क्षां कुछ के कार्य के कार्य के कार्य कार्य कार्य के कार्य के कार्य के कार्य कार्य कार्य के कार्य कार्य के कार्य कार्य कार्य कार्य कार्य के कार्य कार्य

617 श्रामिक नो इंस्सेक्शन दिए। र्टन्दिनांक 27-41-91 त्रस्कुत की है हर्क्षिसमें यह स्टलेख है कि जमरासी के पद पर हर्देशक वेसन भोगी एक भंगा ही जिस्से किया ग्रा। है स्वरूप्तस-त्रेंशक के के के इंस्सार्च के एक दि, 9-12-91 में र यह उस्लेख है कि श्रमिक से भूरय का काम लिया जाता का भीर उसे मेसेंजर लिखा जाता था।

7. श्रीमक में सिद्ध कर विया कि उसने एक वर्ष में जियालार 246 दिना काम किया है । ऐसी स्थिति में श्रीमक को सेवा समाप्ति के लिए लिखिल नोटिस भीर रिट्रेन्चमेंट बेनिफिट पाने की पानता है। ये वोनों बातें अर्थाभ्र नानें महीं की। "इसकां किया में पानता है। ये वोनों बातें अर्थाभ्र नानें महीं की। "इसकां किया के पानता है। ये वोनों बातें अर्थाभ्र नानें महीं की। "इसकां किया के सिक्य महीं की प्राप्त का उल्लंबन किया है और श्रीमक की। सेवा कु भित्र के विनाम 5-7-92 अर्थाभ्र है।

8: प्रमंधन नेः अपनेश विकादिका किया निः 19-1.2-45 नी नंडिका 7 में किहा है कि प्रकरण के तक्यों को वेकते हुए कानून में द्वारा श्रमिक को कोई सहायता नहीं मिल सकती । अगर प्रबंधन ने नियुक्ति में कोई गलती की है तथा प्रक्रिया का पालन नहीं किया है तो इसका लाभ अमिक को ही मिलेगा। इसके लिए अमिक को उत्तरदायों नहीं छहराया जा सकता। प्रबंधन ने कंडिका 7 में जी भी निक्का, वह अशोभनीय है।

9.: श्रीमक ने, जितने विन पंजाब एण्ड ्रिस्प्न बैंक की शह बीवियाः रोकतः शाखाः भोप।ल सें का मन्द्र कियाः , उसे ,-20/- रुपये 'त्रीतियाः रोकतः शाखाः । यहं । "काम उसने पूरे समय किया । यहां तक कि इतवार की भी काम किया । शास्त्री प्रवार्ध कि के कर्मचारियों का 'वर्गीकरण' किया गया है। ' इस क्यें वर्गिकरण के अनुसार श्रीमक बैंक का अस्थाई क्यें बारि था । श्रीमक को मजदूरी पर 'रखना' मियम के 'विपरीत था। श्रीमक को भीममित्र मेसे रुपर का जेतन दिनांक 5-5-91 से दिनांक 5-7-92 तक पाने की पालता है।

10. श्रमिक को 5-7-92 को धौथोगिक विवाद प्रधि-नियम, 1947 की धारा 25-एफ के विपरीत सेवा से पृथक किया गया । इस कारण दिमांक 5-7-92 से पुनः नौकरी में लेने सकः केंक में अम्मिलंत मेसेन्जर के देशनमान और मंत्रों की यर से श्रमिक को राणि पांचे की पांचत। है। 11. प्रवार्ड विया जाता है कि श्रमिक ने दिनांक 5-5-91 से 5-7-92 तक पंजाब एण्ड सिंध बैंक की हमीदिया रोड शाखा, भोपाल में मेसेंजर के पद पर कार्य किया है। श्रमिक की सेवामुक्ति दिनांक 5-7-92 प्रवैधानिक है। दिनांक 5-5-91 से लगातार श्रमिक बैंक की सेवा में कार्यरत माना जावेगा। दिनांक 5-5-91 से श्रमिक को पुनः सेवा में लेने तक बैंक में प्रचलित स्केल से वेतन और भत्ते प्रवार्ड मुद्रित होने के तीन माह के प्रवर दिए जाए। ग्रगर ऐसा नहीं किया जाता तो इस राशि पर श्रमिक 12 प्रतिशत प्रतिवर्ध की दर से ब्याज पाने का ग्रधिकारी होगा। इस ग्रवधि के लिए श्रमिक प्रत्येक वर्ष वार्षिक वेतन वृद्धि पाने का ग्रधिकारी होगा। दोनों पक्ष इस प्रकरण का श्रपना-अपना व्यय वहन करें।

12. नियमानुसार श्रवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय नई दिल्ली की प्रेषित की जाती है।

डी. एन. दीक्षित, पीठासीन अधिक।री

नई विल्ली, 7 सितम्बर, 1998

का आ 1869— श्रीकोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडस्ट्रियल डेबलपमेंट बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट श्रौद्योगिक विवाद में श्रौद्योगिक अधिकरण शिलोंग के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-98 को आफ्त हुआ था।

[सं. एल-12025/2/98-माई.मार. (बी.-II)] सी. गंगाधरन, डैस्क म्रधिकारी

New Delhi, the 7th September, 1998

S.O. 1869.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Shillong as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Industrial Development Bank of India and their workman, which was received by the Central Government on 27-8-98.

[No. L-12025|2|98-IR(B-II)] C. GANGADHARAN, Desk Officer

ANNEXURE

IN THE COURT OF THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL AT SHILLONG

Labour Case No. 01 of 1997 Sri Ram Kumar Chetri, 54 Jhalupara Cantt., Shillong-793 002 . . . Fetitioner.

---Versus--

The Chief General Manager,
Industrial Development Bank of India,
North Eastern Regional Office,
G.S. Road,
Guwahati-781 005.Respondent.

For the Petitioner—Sri B. N. Dutta, Advocate. For the Respondent—Sri S. P. Mahanta,

Advocate.

Date of hearing—3-12-97 & 15-12-97. Date of Award—2-2-1998.

AWARD

The Government of India which is of the opinion that an industrial dispute exist between the employer, the management of Industrial Development Bank of India and their workman and having considered it desirable to refer the dispute for adjudication and in exercise of the powers conferred by Clause (d) of Sub-section (1) and Sub-Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication on the following issue:—

ISSUE

Whether the action of the management of Industrial Development Bank of India, Shillong in terminating the service of Shru R. K. Chetri, Farash w.e.f. 27-4-95 is legal and justified? If not, to what relief the said workman is entitled?

On receipt of the said reference, the case was registered, the worker and the management were called upon to enter apperance and filed the respective written statement. The workman, Sri Ram Kumar Chetri who had served the Indian Army in the Brigage of Guards and retired as Naik was employed as Farash with driving duties in the Shillong Office of the Industrial Development Bank of India (hereinafter called the management) initially on contract basis for " (three) months w.e.f. 1-2-93 but the employment of the workman petitioner continued up to 27-3-95 where he also signed the Attendance Register till April, 1994 and thereafter the Petitioner's attendance was marked by the Officer-in-Charge of the management and the petitioner was paid with remuneration at the rate of Rs. 15:00 per month during the period of February, 1993 to September, 1994 and Rs. 1,800 p.m. thereafter. The petitioner was also made to understand by the then Officer Incharge, Sri Aloke Sengupta that he would be absorbed as regular employee of the management but when such absorption did not take place the netitioner submitted a representation from March 15th. 1995 onwards seeking absorption as permanent staff of the management, but received no reply on his representation. He was verbally advised on 27-3-95 by the Officer-in-Charge of The inanagement that his service stood terminated w.e.f. 29-3-95 as per the instruction of the management, North Eastern Regional Office, Guwahati. Thereafter the netit oner visited the management's Office at Guwahati to know the reasons of the action and not cetting any response, he also made representation on 3-4 95 and 24-4-95 but no reply was communicated.

The workman petitioner alleged to have rendered continuous service from 1-2-93 to 27-3-95 within the meaning of Section 25-B of the Industrial Disputes Act, 1947 and the retrenchment was without any notice and he was denied the protection under Section

25-N of Industrial Disputes Act, 1947 and since the retrenchment on verbal orders is not tenable according to law and he was subjected to unfair labour practice by the management. For the said termination—the workman petitioner had originally raised the dispute before the Regional Labour Commissioner (Central) Guwahati but resulted in failure of conciliation, hence the instant reference by the Central Government to this Honourable Tribunal and made a prayer for an award that the petitioner—be—reinstated under the powers conferred by Section 11A of the Industrial Dispute Act, 1947.

The management respondent while not denying that the petitioner was employed as part time Farash on contract basis w.e.f. 1-2-93, however admitted that the contract was extended upto 31-7-93 and again by one month upto 31-8-93 and thereafter the service of the petitioner workman was continued on contract day to day basis but payment was made on the same basis as communicated to him vide letter dt. 29-1-93 and thereafter on 27-3-95 as it was felt that the service of farash with driving duties was no longer necessary employment of the petitioner on contract basis was terminated w.e.f. 28-3-95. Hence, termination of the workman petitioner was not a termination within the meaning of Clause 2(00) (bb) of the Industrial Disputes Act, 1947, hence the termination of the workman petitioner which was employed on contract on day to day basis after 31-3-93 is perfectly valid and lawful and his employment on contract basis does not gave the claim for absorption as permanent employee as he is debarred by law to put forth such claim. It was also denied by the management Shri Aloke Sengupta the then Officer-in-Charge of the management in Shillong has given an assurance to the petitioner about the absorption as a regular employee of the respondent. It was also alleged by the respondent that Section 25-B of the Industrial Disputes Act. 1947 has no application to the employment of the petitioner workman with the management and provisions of Section 25-N thereto is not attracted as the sanction post is only with one officer and one clerk-cum-typist and farash with driving duties was employed only for a period of three months on contract basis, hence the petitioner is not entitled to claim reinstatement in the service and the prayer for award should be dismissed with cost.

The workman examined himself and cross-examined by the respondent/management. No evidence led by the management/respondent. Heard the argument from the learned workman counsel, Mr. B. N. Dutta and also from the learned management's counsel Mr S. P. Mahanta. In this instant reference the appointment of the workman petitioner as farash by the management respondent w.e.f. 1-2-93 on contract basis for a period of three months is of no dispute. The workman himself proved exhibit 1 the photo copy of the order of appointment and admitted that the appointment was on contract basis for a period of three The workman also deposed that since he agreed to the terms and conditions of his appointment by his acceptance of letter, Paper Mark 'A' so, on the expire of his contract period it does not required any termination order. But the point to be considered in

this instant reference is whether the workman petitioner on expiry of the three months period of the contract his service stand terminated as per the terms of the contract or not? Admittedly the service of the petitioner as a farash was on contract basis w.e.f. 1-2-93 for a period of three months which would have stand terminated on 30th April 1993, however, it is admitted by the management that his service was extended for another period of three months initially upto 31-7-93 and thereafter for another one month upto 31-8-93 and thereafter the workman was employed on contract on day to day basis on the same terms as to wages and he was employed upto 27-3-95. Much has been contended by Mr. Mahanta as to the Clause (bb) of Section 2(00) of the Industrial Disputes Act. 1947 (in short an Act) that the termination of the workman petitioner in this case is not attracted by Section 2(00), as the workman petitioner was employed purely on contract basis and cannot make a renewal of such contract of employment,

Indeed the scheme of Section 2100) reads 'tetrenchment' means the termination by the employer of the service of a workman for any reason whatsoever. Otherwise than as a punishment inflicted by way o disciplinary action, but does not include the provision falling under Clause (b) and (bb) and (c) thereto, As already said the service of the workman as per the contract of exhibit 1 would have stand terminated on April, 1993 but his service was allowed to continue till 27-3-95 though on contract basis as per the contention of the management. Therefore, it is apparent that the service of the workman peritioner from 1-2-93 was continuous and uninterupted till 27-3-95 and when such is the position the contention of Mr. Dutta that since the workman is in continuous service and uninterupted service, Section 25-B appears to attracted. The workman petitioner in this instant case appears to have put in his service though on contract basis for more than a period of 2 (two) years, accordingly Section 25-F and 25-N is available to him and as such his retrenchment without giving one month's or three months notice as the case may be, in writing indicating the reason for such retrenchment or that he has been paid in lieu of such notice wages for the period of the notice, such retrenchment cannot be justified. Since the workman petitioner on expiry of the written contract has been allowed to continue in his service for more than a period of two years, though apparently on verbal contract, any termination of his service should have been followed by a requisite notice either for one month or three months as contemplated uls 25-F and 25-N respectively for which the management respondent failed to comply with the same.

The post as held by the workman petitioner indeed is not a permanent or sanctioned post and the workman petitioner in his evidence admitted that during his service in the Industrial Development Bank of India he was paid a lumpsum amount of Rs. 1.500 from Feb. 93 to Sept. 94 and thereafter at the rate of Rs. 1.8001- per month and during the period from 28-3-95 till December 1996 it was the owner of the vehicle who paid his renumeration but from 1st January 1997 his renumeration has been paid on a daily basis by the IDBI itself. He further deposed that

from 28-3-95 he was also employed by one Mr. Sambu Nath who gave his car to IDBI on hire basis and he was paid by Sambu Nath for the period from 1st Jan. 1997, so from 1-1-1997 he was drawing double salary one from IDBI on day to day basis and from Mr. Sambu Nath Rs. 1,500 and this Sambu Nath is not an employee of IDBI but he The workman admitted in owned two three cars. his evidence that since the contract is over the question of his reinstatement does not arise. He also admitted that he was paid on day to day basis and he also drawing the pension of Rs. 1,150 - as an exservicemen.

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Mr. Mehanta argued that the payment which was: made to the workman petitioner was made from Miscellaneous Accounts and the worker admitted that as soon as the contract is over he vannot claim to the The workman petitioner alleged to have made a representation to the management for absorption as regular employee but failed to prove of those representations and though he has adduced that the Officertin-Charge: Mr. Moke Sengipta never gave any assurance in writing to regularise his post but gave verbal assurance, yet the petitioner has not produced the said Aloke Sengupta to depose before this Tribuhaf as' to whether any verbal assurance was given to the petitioner for regularization of the post of a: farash. It was submitted by Mr. Mahanta that till date the workman is still doing the work on day to day basis and this can be continued so long the funds permit. Mr. Dutta also admitted that the workman is still doing the work with the management on day to day basis and submitted that the status quo be maintained and did not press for back wages:

As discussed, and finding that the termination of the workman who was on continuous service for more than a period of two years was without compliance with the provision of the act, hence the action taken by the management in terntinating his service w.e.f. 28-3-95 and not 27-4-95 as referred is not depal and justified, however since the post of a farash is not a permanent or a sanctioned post the workman has been doing the work on a day-to day busis after the period betthe written contract was over, the workshall is to continue in the said serving . of thrash so long the funds of the management permitstand the status quo be maintained. Since the postis of a very casual in nature and of a day to day basis, the workman is not entitled to any back wages but her is no continue his work as already undertaken. by him.

The above answers to the reference referred to this Tributed by the Contrat Government which stand disposed off.

Send the copy of the award to the Deck Officer, Government of India for necessary action.

Sd -

Presiding Officer

नर्ड हिल्मी, 8 सिमम्बर, 1998.

का आ । 1870 -- श्रीद्योगिक विवाद अधिनिर्धम 1947 (1947 का 14) की धारा 17 के प्रनुसरण में, केन्द्रीय सरक्षेत्रण्यजाबाष्ट्रभानसण्यकेषाः के प्रवस्ति । के संबर्ध नियोजको भीर उनके कर्मकारी के बाव, भन्बंध में निविष्ट "भीवीगिक" विवाद में श्रीक्षोणिक श्रधिकरण पटना के पंचाट को प्रकाशिस अरती हैं, जो केन्द्रीय संस्कार की 7-9-98 को प्राप्ति होस्रा था।

> [मं. एल-12012/279/96-प्रार्ध. श्रार. (बी.-II)] सी. गंगाधरनः **इं**स्क अ**धिका**री -

New Delhi, the 8th September, 1998"

S.O. 1870.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial: Tribunat/Patna as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 7-9-1998.

> [No. L-12012 279 96-IR (B-H)] C. GANGADHARAN, Desk Officer

ANNEXURE -

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL PATNA

Reference No. 10(c) of 1997

PARTIÉS :

Management of Punjab National Bank. Zonal Office Patna and their workmen represented by the General Secretary, Punjab National Bank Staff Union Patna

APPEARANCES : '

For the Management—Shri G. S. Bhatia, Officer.

For the Workman-Sri Pramod Kr., General Secretary of the Union.

PRESENT:

Sri Raja Ram Singh, Presiding Officer, Industrial Tribunal, Patna.

AWARD

The 28th August," 1998"

By adjudication order No. L-12012 279 96 I(B-H) dated 5|14-8-1997 the Central Government (Govt. of India) in the Ministry of Labour, - New Delhi referred u|s 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter to be referred as 'the Act')-the followingd spute between the Management of Punjab National Bank, Zonal Office, Patna and their workman represented by the General Secretary, Punjab National Bank Staff Union, Patna for adjudication:

"Whether the action of the Management of Zonal Office Punjab National Bank, Patna in terminating the services of Sri Mahesh Kumeris legal and justified? If not to what relief the said workman is entitled?

- 2. After receipt of the adjudication order the reference was registered and parties were directed to appear in this Tribunal. Both parties appeared and written statement on behalf of the workman was filed. Copy of the written statement filed on behalf of the workman was served in the Management and the Management filed its written statement and the documents. Thereafter in spite of several opportunities the workman has not appeared uptil now. It seems the workman is not interested in this case and now no dispute exists between the parties. So there is no alternative but to pass no dispute award. In this view of the matter, I give no dispute award.
 - 3. This is my award.

RAJA RAM SINGH, Presiding Officer

नई दिल्ली, 10 सितम्बर, 1998

का आ 1871— भौद्योगिक निवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतंत्र के सेन्द्र नियोजकों और उनके कर्मकारों के बीच, श्रनुबंध में निदिष्ट श्रौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक श्रीधकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9~9-98 को प्राप्त हुआ था।

[सं. एल-17012/33/96-आई.आर.(बी.-II)] सी. गंगाधरन, डैस्क श्रीधकारी

New Delhi, the 10th September, 1998

S.O. 1871.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947). the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 9-9-1998.

[No. L-17012|33|96-IR(B-II)] C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT PANDU NAGAR, KANPUR, U.P.

Industrial Dispute No. 89 of 97

In the matter of dispute between:

Suresh Chandra Slo Deonarain Clo Akhilesh Jauhari, 112 Indrapuri, Sharda Nagar. Kanpur,

And

The Sr. Divisional Manager, Life Insurance Corporation of India, 19-A, Tagore Town, Allahabad.

2421 GI[98—12.

AWARD

- 1. Central Government, Ministry of Labour, vide notification No. L-17012|33|96|IR(B-II) dated 27-5-1997, has referred the following dispute for adjudication to this Tribunal—
 - "Whether the action of the management of LIC of India Bindki Branch Fatchpur in terminating the services of Sri Suresh Chandra w.c.f. 9-12-1995 is legal and justified. If not, to what relief the said workman is entitled?"
- 2. There is no dispute that the concerned workman Suresh Chandra was engaged as waterman for 71 days from 5-5-1992 by the opp. party LIC at Bindaki Road Fatehpur Branch. The case of the concerned workman is that in that course he was used to operate policy princing machine, duplicating machine further he used to go to post offices and banks connection with LIC work. Thus, he was doing the work of a regular peon and was getting Rs. 904 per month. It is alleged that he continued to work after expiry of 71 days in that capacity and wages were also given to him but vouchers were prepared in different names like Ramesh Chandra which was certainly unfair labour practice. In this way he continuously worked upto 9-12-1995 when he was removed from service. As he has completed more than 240 days in a year his termination is bad being in breach of provisions of section 25F of J.D. Act. There has also been breach of provisions of section 25H of I.D. Act.
- 3. The opposite party LIC has filed reply in which it has been alleged that the concerned workman did not work after expiry of 71 days. It is wrong to allege that he had worked beyond 71 days and vouchers were prepared in the name of others.
 - 4. In the rejoinder nothing new has been alleged.
- 5. In support of his case, the concerned workman Suresh Chandra W.W.1 has examined himself on the other hand opposite party has examined its officer Subbash Chandra Sharma M.W.1. From the above pleadings of the parties the crucial point which calls for determination is as to whether the concerned workman had worked after expiry of 71 days upto 8-12-1995.
- 6. To prove this fact the concerned workman Suresh Chandra has stated that he had worked after expiry of 71 days unto 8-12-1995 continuously. He has further stated that wages were not to him whereas vouchers were prepared in the name of Raiiv Rakesh Chandra Deonarain and Raiiv. When the concerned workman resisted to it he was informed that he is concerned only with the wages, it is immaterial in whose name vouchers were prepared. In his cross examination he has stated that excent Ext. M-1 is the appointment letter. No fresh appointment letter was given to him for work beyond 71 days. He did not complain to any one about preparation of vouchers in the name of others.
- 7 Subhash Chandra Sharma has denied that the concerned workman had worked hevond 71 days he has also denied that vouchers were prepared in the name of others. He was asked to tell the names of

persons who had worked after expiry of 71 days in persuance of appointment letter. This witness pleaded ignorance. His reply was that he does not know as to who was working in 1992-93, 93-94 and 94-95. This evasive answer militate against the management. There cannot be any doubt that in the office there is need for water boy as well as peon. If the concerned workman had not worked after expiry of 71 days certainly some one else would have worked in his place during the above mentioned period. The management ought to have given their names. In its absence adverse inference is to be drawn against the management. Further this ommission lend support to the version of the concerned workman that he had continued to work and was actually paid wages, but vouchers were prepared in the name of others. Hence, I believe the version of the workman that he had worked even after expiry of 71 days upto to the date of termination and in this way he had completed 240 days of continuous services preceding the date of his retrenchment.

- 8. Admittedly no retrenchment compensation and notice pay has been paid to the concerned workman at the time of his termination, hence my finding is that there had been breach of provisions of section 25F of I.D. Act. There is no proof about the breach of section 25H of I.D. Act.
- 9. In the end my award is that the termination of the concerned workman is bad and as such he will be entitled for reinstatement but without back wages.

B. K. SRIVASTAVA, Presiding Officer

Dated : 2-9-1998.

नई दिल्ली, 27 श्रगस्त, 1998

का. आ. 1872— आंद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार मध्य रेलवे जबलपुर (म.प्र.) के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक श्रिधिकरण, जबलपुर (म.प्र.) के पंचपाट को प्रकाणित करती है, जो केन्द्रीय सरकार को 26-8-98 को प्राप्त हुआ था।

[संख्यः एल- 11012/1/91-आई.भार. (बी-रि)] पी.जे. माईकिल, डैस्क श्रधिकारी

New Delhi, the 27th August, 1998

S.O. 1872.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur (M.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway, Jabalpur (M.P.) and their workman, which was received by the Central Government on the 26-8-1998.

[No. L-41012]1[91-IR(B-1)] P. J. MICHAEL, Desk Officer प्रगत्रं ध

केन्द्रीय आंद्योगिक श्रधिकरण एवं श्रम न्यायालय, जप्रसपुर (মত্যত), রীত एবত दोलित

पॅटार्सान अधिकारी

प्र० ७० सीजीग्राईटी/एलसी/प्रार/156/91

श्री श्रणोक . तृ.मार यादव श्रात्मज श्री रामाधार यादव रेलवे क्वाटर नं. 25/ए, सिहोरा रोड, रेलवे स्टेणन, मिहोरा जिला जबलपुर–482001 ... प्रार्थी विरूद्ध

मण्डल रेल प्रबंधक, मध्य रेलवे, जयलपुर (म.प्र)

... प्रतिप्रार्थी

अवार्ड

दिनां कित: 17-8-1998

1 भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने श्रादेश संख्या: एल-41012/1/91-श्राई०श्रार० (डी०यू०) ने दि० 18-9-91 के द्वारा निम्नलिखित त्रिवाद निराकरण हेनु इस श्रिधकरण को भेजा है ---

यन्मुची

"Whether the action of the management of Central Railway, Jabalpur (M.P.) in terminating the services of Shri Ashok Kumar Yaday, S/o Shri Ramadhar Yaday w.e.f. 21-8-85 is justified? If not, what relief he is entitled to and from what date?"

 श्रमिक श्री अशोक कुमार यादव के श्रनसार उसकी सवाएं दिनांक 21-8-85 से न्य कटनी जंक्शन से मध्य रेलवे ने समाप्त कर दी। श्रमिक के श्रनसार उसने केज्ञल खलासी के रूप में 30-3-79 से 30-8-79 तक सतना देलवे स्टेशन में कार्य किया । इसके पण्चात् पी०डब्स्यू०ग्राई०, मैहर और पी०डब्ल्यू०ब्राई० सिहोरा की मातहती में सर्विस कार्ध के ध्राधार पर कार्य किया । इस प्रकार जुन, 83 तक उसने थोडे-थोडे समय के लिए मध्य रेलवे के भिन्न-भिन्न स्टेणनों में खलासी के रूप में कार्य किया। श्रमिक को इस बात का दोषो पाया गया कि उसने जाली सर्विस काई के ब्राधार पर कार्य प्राप्त किया और इस जाती कार्ट में भी सतना से संबंधित इंदराब फर्जी है । श्रीमक के विकड़ विभागीय जांच हुई। इस जांच में क्षमिक की उपस्थिति में गवाहों के कथन लिए गए। जांचकर्ता प्रधिकारी ने श्रीमक को कदा-चरण का दोसी पाया। इनकी रिपोर्ट पर श्रमिक को सेवा-मबत किया गया। इसकी अपील श्रीमक ने की और यह भी निरस्त हो गई। श्रीमक चाहता है कि उसे पून. सेवा में दिनांक 21/9/85 में लिया जाए और इस दिनांक में नियम के धनसार वेतन, भत्ते लगातार दिये जाएं।

 प्रश्रंभन के अनुसार श्रमिक ग्रंगोंक कुमार यादव ने खलासी के रूप में लोको फीरमैन सतना, में 10/3/79 से 30/8/75तक कार्य नहीं किथा। जिस सर्विस कोर्ड के ग्राधार पर श्रमिक ने बाद में मेहर और सिहोरा स्टेशन पर कार्य प्राप्त किया, वह फर्जी था । श्रमिक ने मध्य रेलवे को धोखे में रखकर नौकरो पाई थो। जिस ममय का लोको मतना का कार्य करना श्रमिक बता रहा है, उस समय श्री इन्द्र सिंह, फोर्मेन, कोको शेड, सतना थे और इन्होने श्रमिक को कभी नोकरी नहीं दी । श्रमिक को आरोप-पत्न दिया गया था, किन्त श्रमिक ने इसका उत्तर नहीं दिया । विभा-गीय जांच में भी श्रमिक ने क्रारोपों का उत्तर नहीं दिया । विभागीय जांघ में सभी लेखां की प्रतियां श्रीमक को दी गई और श्रमिक ने ग्रपनी महायता के लिए श्री चौहान की मांग की जो उसे उपलब्ध कराई गई। धमिक के समध विभागीय जांच में गवाहों के कथन लिखे गए आर श्रमिक ने इन सभी का प्रतिपरीक्षण किया। विभागीय जांच 🙌 प्रिक्रिया विधिवत है। जांच ग्रधिकारी ने श्रमिक को कदा-चरण का दोषी पाया और नियुक्तिकर्सा प्रधिकारी ने श्रमिक को सेवा से पथक किया। प्रबंधन का ग्रनरोध है कि श्रमिक किसी महायता पाने का पाव नहीं है।

). इस न्यायालय ने ग्रपने श्रादेण दिनांक 19/1/98 के द्वारा यह पाया है कि श्रमिक के विकद जो विभागीय जाच हुई, वह विधिवत और वैधानिक है।

5. श्रमिक पर दो ग्रारोप लगाये गर्ये । प्रथम यह कि उसने जाली सर्विस कार्ड बनाकर मैहर और सिहोग रोड स्टेशन में रेलबे की नीकरी पाई। दूसरा धारोप यह है कि इस कार्ड में अमिक ने यह गलत लिखा कि उसने 10/3/79 से 30/8/79 तक लोको शेष्ठ सतना में काम किया था। प्रबंधन ने 8 गवाहों के कथन लिखे तथा सतना लोको का रिकार्ध प्रस्तुत किया। श्रमिक ने हाईस्कुल परीक्षा 79-80 में एस-इन्टर कालेज साहब गंज, प्रतापगढ़ उ०प्र० से पास की है, ऐसी स्थिति में यह संभव नही है कि वह सतना में लोको णेट में कार्य करता रहा हो। ऐसी स्थित में यह भी संभव नहीं है कि लोको शेंड, सतना में काम के सिए श्रमिक को मर्विस कार्ड दिया गया हो। श्रमिक ने जो सुविस कार्य प्रस्तुत किया है, उसका - संबर 289568 है। यह मिलस कार्ड लोको शेंड सतना को नहीं भेजा गया है। इस प्रकार प्रबंधन ने सिद्ध कर दिया कि जिस आबार पर श्रामिक ने पी०डब्ल्ल्याई० मैहर, और पी०डब्ल्ल्थाई० सिहोरा रोड में काम प्राप्त किया, वह फर्जी था। यह भी सिद्ध कर दिया कि श्रमिक ने लोको मेंड, सतना में वर्ष 79 में कभी काम नहीं किया और इस काम का जो इंदराज सिंबस कार्ड में है, वह फर्जी है। में जासकर्ना प्रधिकारी के तर्क और निष्कर्ष से सहसत ह।

6. जालकर्ता श्रिधकारी वी रिपार्ट पर सिधुतिसकर्ता त्रिधरारी ने श्रिमिक को सेना से पृथक करने का ब्रादेश िया। अनेमान प्रकरण की परिस्थितियों में इस अकार का दण्ड सर्वथा उचित है। रेलये में नीकरी का श्राधार सर्विस कार्ड होता है। जब यही कार्ड फर्जी हो तो श्रमिक को नीकरों में रहने का स्रधिकार नहीं है। से दण्ड श्राज्ञा की पुष्टि करता है।

7. उपर लिखी विवेचना का निष्कर्ष यह है कि श्रीमक स्थानिक कुमार पादव को दिनाक 21/8/85 से सेवा एथक का स्थादेश विधिवत है नथा नियमों के स्रतुसार है। इस प्रकरण में यही श्रवार्ड दिया जाता है। दोनों पक्ष तम प्रकरण का स्रपना-स्रपना व्यय बहुन करें।

8. नियमानुसार अवार्ड की प्रतियो भारत सरकार, अस मंत्रालय, नई दिल्ली को प्रेषित की जादी है।

डी. एन. दीक्षित, पीठासीन ग्रीसकारी

नई दिल्ली, 1 सिनम्बर, 1998

का.आ. 1873.—केन्श्य मरकार ने यह समाधान हो जाने पर कि लोकहिन से ऐसाकरना अपेक्षित था. ग्रांद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (VI) के उपबन्धों के अनुसरण में भारत सरकार के अम मंत्रालय की अधिमूचना संख्या का.आ. 563 दिनांक 27 फरवरी, 1998 द्वारा कोयला उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 1 मार्च, 1998 से छह मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था;

श्रीर केन्द्रीय सरकार की राय है कि लोकहित में उस्त कालाविध को छह मास की श्रीर कालाविध के लिये बढ़ाया जाना अपेक्षित है;

ग्रतः ग्रव, ग्रांग्रोगिक विवाद ग्रधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ढ) के उपखंड (VI) के परन्तुक द्वारा प्रदत्त गिक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उकत उद्योग को उपत ग्रिधिनियम के प्रयोजनों के लिय 1 सितम्बर, 1998 में छह मास की ग्रीर कालावधि के लिये लोक उपयोगि मेवा घोषित करती है।

[फा.स. एस-11017/2/97-याई-धार. (पी.एल.)] एच.सी. गुप्ता, अवर सचिव

New Delhi, the 1st September, 1998

S.O. 1873.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Dispute Act, 1947, (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 563, dated the 27th February, 1998, services in the Coal Industry to be a public utility service for the purpose of the said Act, for a period of six months from the 1st March, 1998.

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And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months:

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 1st September, 1998.

> [F. No. S-11017|2|97-IR(PL)] H. C. GUPTA, Under Secy.

नई दिल्ली. 8 सितम्बर, 1998

का . भा . 1874 - केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, भौद्योगिक विवाद ग्रिधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ढ) के उपखंड (VI) के उपबन्धों के श्रनुसरण में भारत सरकार के श्रम मंत्रालय की ऋधिसुचना संख्या 566 दिनांक 9 मार्च, 1998 हारा भारत का.भ्रा. सरकार टकसाल कलकता को उक्त प्रधिनियम के प्रयोजनों के लिय 10 मार्च, 1998 से छह मास की कालावधि के लिय लोक उपयोगी सेवा घोषित किया था;

भ्रौर केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की श्रीर कालावधि के लिये बकाया जाना श्रपेक्षित है;

भौद्योगिक विवाद भ्रधिनियम, धतः धवः 1947 (1947 का 14) की धारा 2 के खंड (ह) के उपखंड $(\mathsf{V}^{\mathsf{I}})$ केपरन्सक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त ग्रधिनियम के प्रयोजनों के लिय 10 सितम्बर, 1998 से छह मास की <mark>भीर कालावधि के लिये लोक उपयोगी सेवा घोषित</mark> करती है।

> [फा.सं. एस-11017/2/97-माई.मार.(पीएल)] एच.सी. गुप्ता, भवर सचिव

New Delhi, the 8th September, 1998

S.O. 1874.—Whereas the Central Government having been satisfied that the public interest required had, in pursuance of the provisions sub-clause (vi) of the clause (n) of Section 2 of the Industrial Dispute Act, 1947, (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 566, dated the 9th March, 1998 India Government Mint, Calcutta to be a public utility service for the purpose of the said Act, for a period of six months from the 10th March, 1998.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 10th September, 1998.

> [F. No. S-11012/2/97-IR(PL)] H. C. GUPTA, Under Secv.

नर्इ विल्ली, 28 श्रगस्त, 1998

का, भा. 1875.- श्रीद्योगिक दिवाद अधिविदम, 1947 (1947 का 14) की घारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी.माई. के प्रबंधतंत्र से संबद्ध नियोजकों ग्रीर उनके कर्मकारों के बीच, अनबंध में निर्दिष्ट श्रीद्योगिक विवाद में लेबर कोर्ट श्रीशोगिक श्रधिकरण, अरनाकूलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-98 को प्राप्त हम्राथा।

> [संख्या ए ल-22012/43/एफ/92-प्राई द्यार(सी-II)] वी.के. राजन, डैस्क श्रधिक≀री

New Delhi, the 28th August, 1998

S.O. 1875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court Industrial Tribunal, Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of F.C.I. and their workman, received by the Central Government on 27-8-98.

> [No. L-22012/43/F/92-IR-C-11] V. K. RAJAN, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

(Wednesday, the 10th day of June, 1998)

PRESENT:

Shri Varghese T. Abraham, B.A., LL.M., Presiding Officer Industrial Dispute No. 11 of 1992 (C)

BETWEEN:

The District Manager, Food Corporation of India, Olevakkot, Palakked District, Kerala.

AND

The Secretary, Food Corporation of India Employees' Congress, Palghat, Kerala.

Representations:

ivi/s. Joseph Kattikaran, & Valsamma Kurian, Advocates, Market Road, Kochi-11 For Management.

M/s. Associated Lawyers, M. G. Road, Kochi-11.

.. For Union

AWARD

Government of India as p r order No. L-22012/43 F/ 92 IR(C-11) dated, 12-5-1992 | Te rend the following industrial dispute for adjudication:

"Whether the action of the management of Food Corporation of India in imposing the punishment of "Censure" on Shri M. Ramakrishnan, Watchman deployed as Assistant Gr. III (Depot) in their Depot at Olavakkot of his overtime claim on 25-2-1989 is justified? If not, to what relief the workman is entitled to?"

2. It is submitted by both sides that the workman has retired from service. The only apprehension of the workman is that there will be stagnation of increments while considering retiral benefits and pension. That apprehension is not well founded and it is only an imaginary one Management connsel has also agreed with my view. Punishment of consure has nothing to do with increment. As such there is no industrial dispute to be adjudicated.

In the result, reference is answered holding that no industrial dispute is pending to be adjudicated. It is made clear that the punishment of censure will have no effect on increment, retiral and pensin benefits.

Pronounced in open Court on this the 10th day of June, 1998.

VARGHESE T. ABRAHAM, Presiding Officer नई दिल्ली, 28 प्रगस्त, 1998

का. आ. 1876.— श्रौद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) की धारा 17 के श्रनुसरण में, केन्द्रीय सरकार ई.सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों श्रौर उनके कर्मकारों के बीच, श्रनुबंध में निर्दिष्ट श्रौद्योगिक विवाद में कंग्डीय सरकार श्रीद्योगिक श्रीधकरण, श्रासनसोल के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार को 27-8-98 को प्राप्त हुआ था।

[संस्या एल-22012/98/96-माई म्रार (सी Π)] वी.के. राजन, दैस्क मधिकारी

New Delhi, the 28th August, 1998

S.O. 1876.—In pursuance of Section 17 of the Industrial Disputes Act. 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the managment of E. C. Ltd. and their workman, which was received by the Central Government on the 27-8-98.

[No. L-22012/98/96-IR (C-II)]V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 29/97

PRESENT :

Shri R. S. Mishra, Presiding Officer,

PARTIES:

Employers in relation to the management of Jhanjra Area of M/s. E. C. Ltd.,

AND

Their Workman.

APPEARANCES:

For the Employer—K. R. Kumar, Dy. P.M. For the Workman—None.

INDUSTRY : Coal. STATE : West Bengal.

Dated, the 18th August, 1998

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and subsection (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry of Labour's Order No. L-22012/98/96-IR (C- II) dated 20-5-97.

"Whether the action of the management of Jhanjra Area of M/s. ECL, P. O. Laudoha. Dist. Burdwan (W.B.) in dismissing Sh. Damodar Prasad, P|Rated worker, 1 & 2 Incline, Jhanjra Project w.e.f. 8-6-95 is legal and justified? If not to what relief the workman is entitled?"

- 2. The union does not appear in spite of sufficient opportunity. Apparently no more interested in the dispute.
 - 3. 'No Dispute Award' is passed accordingly.

R. S. MISHRA, Presiding Officer

नई विस्ली, 28 घगस्त, 1998

का. शा. 1877. — श्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों श्रीर उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट श्रौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक प्रधिकरण, शासनसोल के पंचयद को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-98 को प्राप्त हुआ था।

[संख्या एल-22012/338/94-म्राई म्रार (सी-II)] वी. के. राजन, डैस्क मधिकारी

New Delhi, the 28th August, 1998

S.O. 1877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workman which was received by the Central Government on 27-8-1998.

[No. L-22012/338/94-IR (C-II)] V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 6|95

PRESENT:

Shri R. S. Mishra, Presiding Officer

PARTIES:

Employers in relation to the management of Kunustoria Colliery of M/s. E. C. Ltd.

AND

Their Workman

APPEARANCES:

For the Employer—Sri P. K. Das, Advocate

For the Workman—None

INDUSTRY: Coal STATE: West Bengal

Dated the 19-8-1998

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of Sub-section (1) and Subsection (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry of Labour's Order No. L-22012(338), 94-IR(C-II), dated 5-1-95.

- "Whether the action of the management of Kunustoria Colliery under Kunustoria Area of ECL in denying pay protection to Shri Kisun Ahir Underground Loader working in time rated job after permanent partial disablement w.e.f. October 1983 was legal and justified? If not to what relief the concerned workman is entitled to?"
- 2. The union does not submit Written Statement. The union also does not take any step in spite of several adjournments. It seems the union is no more interested in the dispute.
 - 3. Hence "No Dispute Award" is passed.
 - P. S. MISHRA, Presiding Officer

नई दिल्ली, 28 श्रगस्त, 1998

का. था. 1878 — मीखोगिक विवाद मधिनियम, 1947 (1947 का 14) की धारा 17 के मनुसरण में, केन्द्रीय सरकार ई. थी. एत. के प्रबंधनंत्र के लंबद्ध नियोजकों भीर उनके कर्मकारों के बीच, श्रनुबंध में निर्विष्ट श्रोखोगिक विवाद में केन्द्रीय मरकार श्रीद्योगिक अधिकरण, भासनसीन के लंबद को प्रकाशिन करती है, जो केन्द्रीय मरकार की 27-10 88 को प्राप्त हुआ था।

्सिता एन-22012/21ग्96-आई आर (सा-11)] वी.के. राजन, केंग्स आधिकारी New Delhi, the 28th August, 1998

S.O. 1878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workman which was received by the Central Government on 27-8-1998.

[No. L-22012/214/96-IR (C-II)] V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 61/97

PRESENT :

Shri R. S. Mishra, Presiding Officer

PARTIES:

Employers in relation to the management of South Samla Colliery of Mis. E.C. Ltd.

AND

Their Workman

APPEARANCES:

For the Employer—None.

For the Workman—None.

INDUSTRY: Coal STATE: West Bengal.
Dated, the 18-8-1998

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of Sub-section (1) and Subsection (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry of Labour's Order No. L-22012/214/96-IR(C-II), dated 30-9-97.

- "Whether the action of the management of South Samla Colliery under Pandaveshwar Area of ECL in not paying wages for 8-10-95 and 9-10-95 to Sh. Inarma Singh, Asstt. Security Sub-Inspector, and for 18-10-95 to Sh. Ramanand Choubey, Security Guard is legal and justified? If not, to what relief are the workman entitled?"
- 2. The union does not turn up in spite of service of registered notice as reflected by the postal A/D card.
 - 3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer नई दिल्ली, 28 ग्रमस्त, 1998

का. आ. 1879.—-प्रौधोगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इं.मी. एल. के प्रबंधतंत्र के मंबद्ध नियोजकों श्रीर उनके कर्मकारों के बीच, श्रनबंध में, निविष्ट औद्योगिक विदाद में केन्द्रीय सरकार भौद्योगिक शश्चिकरणा, पास्तिसीत के पंचपट को प्रकाणित करती है, जो केन्द्रीय सरकार की 27-8-98 को प्राप्त रुग्ना था।

> [मंख्या एल-22(12/544/95-मार्ड मार (सी-II)] वो.के. राजन, डैस्क मधिकारी

New Delhi, the 28th August, 1998

S.O. 1879.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workman which was received by the Central Government on 27-8-1998.

[No. L-22012/544/95-IR (C-II)] V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 8|97

PRESENT:

Shri R. S. Mishra, Presiding Officer

PARTIES:

Employers in relation to the management of Madhusudanpur Colliery of Mis. E.C. Ltd.

AND

Their Workman

APPEARANCES:

For the Employer—Sri P. Banerjee, Advocate.

For the Workman-None.

INDUSTRY : Coal STATE : West Bengal Dated the 18th August. 1998

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication vide Ministry of Labour's Order No. L-22012/544/95-IR(C.II), dated 24-2-97.

- "Whether the action of the Agent of Madhusudanpur Colliery under Kajora Area of M|s. E. C. Ltd. in changing the service condition and at the same time fixation of pay of Sh. Khalit Nayak No. 1—and 11 others is justified? If not, what relief the workmen are entitled to?"
- 2. The union neither appears nor submits Written Statements in spite of several adjournments

and in spite of service of Registered Notices. Apparently no more interested in the dispute.

3. Hence 'No. Dispute Award' is passed.

R. S. MISHRA. Presiding Officer नई दिल्ली, 10 मिनम्बर, 1998

का आ 1880—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91—क के साथ पठित धारा 87 द्वारा प्रदत्त शिन्तयों का प्रकोग करते हुए, मैसर्स हिन्दुस्तान एंटिजायोटिवस िल पिन्परो, पुणे को उवत अधिनियम के प्रवर्तन से 1 जुलाई, 1987 से 30 जून, 1988 तक की जिसमें यह तारीख भी सम्मिलित हैं, एक साल की अविध के लिये छुट देती है।

- 2. उनत छ्ट निम्नलिखित शर्नी के अधीत है. अर्थात्:---
 - (1) उक्त कारखाने का नियोजक उस अविध को बाबत जिसके दौरान उस कारखाने पर उकत अधिनियम प्रवृत्त था (जिसे इसमें इसके पण्चात् उक्त अविधि कहा गया है) ऐसी विवरणियां ऐसे प्ररूप में ग्रीर ऐसी विशिष्टियों महित देगा जो कर्मचारी राज्य बीमा (साधारण) विनिभय, 1950 के अधीन उसे उक्त अविध की बावत देनी थी,
 - (2) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या इस निमिन्त प्राधिकृत निगम का कोई अन्य पदधारी,——
 - (i) धारा 44 की उपधारा(1) के अधीत, उपत अविध के लिये दी गई किसी बिवरणी की विणिष्टियों को सत्पापित करने के प्रयोजनों के लिये, या
 - (ii) यह अभिनिश्चित करने के प्रयोजनों के लिये कर्मचारी राज्य बीमा (साधारण) विनियभ, 1950 द्वारा यथा अमेक्षित रजिस्टर छी√ अभिनेख उक्त अवधि के लिये रखे गये हैं या नहीं, का
 - (iii) यह अभिनिधिवत करने के प्रयोजनों के लिये कि कर्मचारी, नियोजक द्वारा दी गई उन प्रसुजिधाशा को, जो ऐसी प्रसुविधाएं है जिनके प्रतिफल-रवस्प इस अधिसूचना के अधीन छुट दी जर रही है, नकद ग्रीर वस्तु रूप में पाने का हकदार बना हुआ है, या नहीं, या
 - (iv) यह अभिनिध्चित करने के प्रयोजनों के तिये कि उस अवधि के दौरान, जब उदत कारखाने के सम्बन्ध में अधिनियन के उपबंध प्रवत्त थे, ऐसे किन्हीं उपवंधों का अनुपानन किसा गुरा था या नहीं,

विम्निधिया कार्य कार्य के विथे समान होगा : 🗻

 (क) प्रधान गियोजक के अध्यक्षित नियोजक से यह अपेक्षा करना कि वट उसे ऐसी असम्बद्धी दें जो वह अध्यक्षक समझे, या

- (জ) ऐसे प्रधान नियोजक আ अब्बेयिहिलें नियोजक के अधिभोग में के अध्यात, स्थापन, कार्याख्या अन्य परिसर ्में ृिकिसी भी उंक्रियू समय पर प्रवेश करना और उसके भारसाधक व्यक्ति से यह अपेक्षा किना कि बहु व्यक्तियों के नियोजन और मजदूरी के संदीय में संबंधिती ऐसे लेखाबहियां श्रीर अन्य वस्तावेजु, ऐसे मिरी**क्ष**क या अन्य पवधारी के समक्ष प्रस्थेत करें ग्रौर उनकी परीक्षा करने देया बहु उसे ऐसी जानकारी देजो बह आवश्यक समझें, या
- (ग) प्रधान नियोजक या अव्यवहित नियोजक की, उसके अभिकर्षा या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाय। जाये, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गये किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल करना या उसमे उद्धरण लेना।

[फा. संख्या एस-38014/52/97--एस. एस. -I] जय प्रकाण णुक्ल, अवर सचिव

स्पष्टीकरण ज्ञापन:—इस मामले में छूट को भूतलक्षी प्रभाव देना आवण्यक हो गया है क्योंकि छूट का आवश्यक हो देरी से प्राप्त हुआ था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकृष प्रभाव नहीं पड़ेगा।

New Delhi, the 10th September, 1998

- S.O. 1880.—In exercise of the powers conferred by Section 87 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts M/s. Hindustan Antibiotics Limited, Pimpri, Pune from the operation of the said Act for a further period of one year with effect from 1st July, 1987 up to and inclusive of the 30th June, 1988.
- 2. The above exemption is subject to the following conditions, namely:—
 - (1) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hercinafter referred to as the said period) such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950.
 - (2) Any Inspector appointed by the Corporation under sub-section (1) of Section 45 of said Act or other official of the

- Corporation authorised in this behalf shall, for the purpose of :-
- (i) verfying the particulars contained in any return submitted under sub-section (1) of Section 44 for the said period; or
- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration which exemption is being granted under this notification; or
- (iv) ascertaining whether any of the provisions of the said Act has been complied with during the period when such provisions were in force in relation to the said factory, be empowered to:—
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such Inspector or other official and allow him to examine such accounts, books any other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant or any person found in such factory, establishment, office or other premises or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

[File No. S-38014/52/97-SS. I] J. P. SHUKLA, Under Secy.

Explanatory Memorandum.—It has become necessary to give retrospective affect to the exemption in this case as the application for exemption was received late, however, it is certified that the grant of exemption with retrospective affect will not affect interest of any body adversely.